REGISTERED No. 79—1872.

The Bombay Gazette.

No. 7,516.—New Series. BOMBAY:—WEDNESDAY, MARCH 12, 1873. Subscription in Advance { For a Year .....Rs. 42 / For Six Months.. ...Rs. 24 } Including Postage.

THE BOMBAY GAZETTE.

The Rates of Subscription to the *Gazette*, in advance, for Town and Country, are now on the following reduced scale :—

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First insertion	Rs. 5 0
Second do	,, 2 8
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A line, but no Advertisement counted as less than eight lines.

LONG ADVERTISEMENTS.

First insertion	8 As. per Line.
Second do	4½ ,, ,,
Third and succeeding.....	2½ ,, ,,

In the Native Languages, double the above.

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Domestic Occurrences: Each—Rupee 1.

All Cheques, Money Orders, and other Remittances, should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, AND CALCUTTA.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Contract with Government, despatch Steamers as above with Mails, Passengers, and Cargo, every fourteen days.

The Steam-ship BAGDAD, 1,271 Tons, 180 H.P., Commander J. Betwooth, will be despatched on SATURDAY, the 22nd March 1873, at 4 P.M.

March 1873.		March 1873
Leave BOMBAY 22	Leave Tuticorin	,,
,, Ratnagherry 23	,, Colombo	31
,, Vingorla 23	,, Galle.....	April 1
,, Carwar 24	,, Tellicherry	4
,, Mangalore 25	,, Pondicherry	5
,, Cannanore 26	,, Madras	7
,, Tellicherry 27	,, Coconada	9
,, Calicut 27	,, Vizagapatam	10
,, Beypore 27	,, Bimlipatam	10
,, Cochin 28	,, Coconada	11
,, Alleppy 28	,, False Point	12
	Arrive CALCUTTA	14

The British India Steam Navigation Company's Steamers will sail at Goa regularly for the next three months.

This route is the most expeditious and economical for Passengers for the Neilgherry district, Bangalore, and Madras, who can land at Calicut and proceed to their destination by rail. Passengers for Calcutta may take the same route, picking up the steamer at Madras.

N.B.—No Cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF, VIA KURRACHEE.

Interchanging Cargo and Passengers at Bussorah, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, will despatch a Steamer every 14 days to the Persian Gulf, touching at KURRACHEE, GUADUR, MUSCAT, BUNDER ABBAS, LINGA, BUSHIRE, FAO, MAHOMERAH, and BUSSORAH.

The Steam-ship RUPHRATES, 803 Tons, 120 H.P., Commander J. Melville, will be despatched on FRIDAY, the 14th March 1873, at 2 o'clock.

March 1873.		April 1873.
Leave BOMBAY 14	Leave BUSREH	12th
,, Kurrachee 18	,, Fao	2
,, Guadur 19	,, Bushire	3
,, Muscat 21	,, Bahrein	9
,, Bunder Abbas 23	,, Linga	9
,, Linga 25	,, Bunder Abbas	11
,, Bahrein 27	,, Muscat	13
,, Fao 29	,, Guadur	14
Arrive BUSREH 29	,, Kurrachee	18
N.B.—BUSREH 30	Arrive BOMBAY	21

No Cargo will be received on the day of sailing.

STEAM COMMUNICATION WITH KURRACHEE.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, and in connection with the weekly service from England, despatch a Steamer to Kurrachee every FRIDAY, commencing from the 27th September 1872.

The Steam-ship KURRACHEE, 510 Tons, 120 H.P., Commander R. Henderson, will be despatched on FRIDAY, the 21st March 1873, at 2 o'clock.

N.B.—No Cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

LIVERPOOL, VIA SUEZ CANAL.

MESSRS. HUGHES and NEPHEW'S well-known and favourite Passenger Steam-ships will SAIL from BOMBAY as under :—

About 15th March—"ATALANTA," 2,300 Tons, 400 H.P. G. Mathews, Commander.

About 25th April—"BELLONA," 1,900 Tons, 300 H.P., J. C. Shaw, Commander, (late of the well-known Passenger Ship "SIR WALTER SCOTT."

These magnificent full-powered Steamers are splendidly fitted up for Passengers and possess every comfort.

By special arrangement, each Steamer will carry an experienced Indian Surgeon.

Fare .....£45, exclusive of Wines, Beer, &c., but including Cabin Furniture, Bedding Linen, &c.

For Passages only, apply to the Undersigned, who will supply all information.

Plans of the Cabins can be seen at the Office.

JOHNSON & Co.,
Neskit Lane, Fort, Bombay. Ship-Brokers.

AUSTRIAN LLOYD'S STEAM NAVIGATION COMPANY.

MONTHLY LINE OF STEAMERS BETWEEN BOMBAY AND TRIESTE, VIA SUEZ CANAL.

THE Steamer ARETUSA, 1,280 Tons, will be despatched for TRIESTE, via SUEZ CANAL, on or about the 19th March, this Steamer has only limited accommodation for a small number of Passengers.

RATES OF PASSAGE, EXCLUSIVE OF WINES AND SPIRITS.

(including a liberal Table and free conveyance of 3 cwt. luggage).

	Cabin.	Deck with Food.
To Trieste	£40	£19-0
To Port Said	£30	£14-6
To Suez.....	£28	£13-7

Children under 3 years of age, Free; above 3 and under 10 years, Half Fare.

Cargo taken for Trieste, Venice, Constantinople, and Odessa.

For further particulars, and for Freight and Passage, apply to the Agency of the Austrian Lloyd's Steam Navigation Company.

A. C. GUMPERT, Manager.

Bombay, 12, Meadow Street, 28th February 1873.

STEAM COMMUNICATION WITH ITALY.
(VIA SUEZ CANAL.)

ITALIAN STEAM NAVIGATION COMPANY of Messrs. R. RUBATTINO & Co., GENOA.

The regular Steamers leave

GENOA on the 24th, and BOMBAY on the 1st of each month.

PASSENGER RATES.

Exclusive of all Transit Fees through the Suez Canal.)

	1st Class.	2nd Class.		3rd Class.
Eden	£12	£15		£4
Suez	26	32		8
Port Said	28	34		9-10
Alexandria.....	28	35		9-10
Messina	50	34		14
Naples	50	34		14
Leghorn	50	34		14
Genoa	50	34		14
Marseilles(transhipment at Genoa).....	62	35		14-10

Including Wines. With 1st Food.

Children under 3 years, free of charge.
Children not above 10 years, half fare.

Next Steamers from Bombay :—

INDIA, on SATURDAY, 1st March 1873.
ASIA, on TUESDAY, 1st April 1873.

The exact hour of departure will be fixed and published a day or two previous to sailing.

For Hand-books of Information, Rates of Freight, &c., apply to

VOLKART BROTHERS,
Agents Rubattino Steam Navigation Company.

Bombay, 6th November 1871.

P. and O. S. N. COMPANY.

NOTICE
OF
ALTERATION OF SAILING DATES.
VIA THE CANAL.

The following or other FIRST CLASS SHIPS will SAIL on the undermentioned dates for SOUTHAMPTON, via the CANAL :—

PESHAWUR.....	3,782 Tons	..... 600 H.P.,	on 17th March.
AUSTRALIA	3,648 ,,	..... 600 ,,	on 31st ,,
KHEDIVE 3,742	,,	..... 600 ,,	on 14th April.
SUMLA	3,440 ,,	..... 650 ,,	ca. 28th ,,
DUNCAN 3,128	,,	..... 600 ,,	on 12th May.

FARE.

First Class	Rs. 460
Second Class	,, 260

GEORGE F. HENRY,
Superintendent.

Bombay, 3 Rampart Row, 27th February 1873.

SHIPPING.

VIA SUEZ CANAL.

On Monday, the 17th March, 1873, at 3 P.M., from Mazagon.

THE P. & O. Co.'s S. S. PESHAWUR, (3,782 tons, and 600 H.P.), Captain C. A. White, will LEAVE for SUEZ, as above, carrying H. M.'s Mails, also Passengers and Cargo for that Port, Venice, Southampton, &c.

No Cargo can be received on board after sunset on the day previous to sailing.

The Company reserve the option of forwarding all Goods shipped by their steamers for Europe, through Egypt, either by Rail, or by Canal, in their own steamers, or in vessels employed for the purpose.

Passengers are requested to send their heavy baggage to Mazagon on the day of the Steamer's departure, before 10 A.M., in order that it may be weighed and labelled previous to shipment.

A small Steamer will leave the New Dock Head at Mazagon at 2 P.M., precisely, on the day of sailing.

GEORGE F. HENRY, Superintendent.

STEAM TO CEYLON, PENANG, STRAITS, CHINA, AND JAPAN.

On Tuesday, the 25th March, at 3 P.M., from Mazagon.

THE P. and O. Co.'s S. S. TANJORE, (2,245 tons and 450 H.P.,) Captain A. H. Johnson, will be despatched as above, carrying H. M.'s Mails, and taking also Passengers and Cargo for Madras and Calcutta.

No Cargo will be received on board after sunset on the day previous to sailing, and no brokerage will be allowed on any chest of opium, the officer's receipt for which is not lodged in the Company's Office before noon, on Saturday, the 22nd March.

GEORGE F. HENRY, Superintendent.

"WILSON" LINE.

TO LEAVE ABOUT 20TH MARCH.

THE S.S. URBINO, 1,500 Tons, with limited accommodation for First-class Passengers only. A SURGEON and STEWARDESS carried.

Rates of Passage Money, exclusive of Wines and Spirits, which can be had on Board,

TO LIVERPOOL.....Rs. 500.

To be followed by the YEDDO, HIDALGO, and other Steamers. For Passage apply to

GRINDLAY, GROOM, & Co.
W. NICOL & Co., Agents.

Bombay, 10th March 1873.

BROACH AND GOGO FERRY.

STEAM FERRY (under Contract with Government).—A STEAM FERRY BOAT plies between BROACH and GOGO.

FARES FROM BROACH TO GOGO.

First Class, ...	Rs. 5 0
Second Class	... 3 8
Third Class	... 1 8
Horses	... 4 0
Carriages...	... 4 0

Until further Notice, the Steam Ferry Boat will leave Gogo every MONDAY, WEDNESDAY, and FRIDAY, and Broach every TUESDAY, THURSDAY and SATURDAY.

Further particulars can be learnt on application to the Undermentioned Agents :—

PURDOOMUNJEE JEEVUNJEE at Broach.
DINKER NARRAYEN at Gogo.
Or to the Undersigned at Bombay.

J. A. SHEPHERD.

No 33, Meadow Street, Bombay, 9th October 1872.

STEAM FERRIES (under contract with Government).—Steam Ferry Boats will ply across the Harbour daily, stopping at the undermentioned Bunders :—

Fares from Bombay to

Class.	Rewas.	Dhurumtur.	Oorun.	Hog Island.	Oolwa.
	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.
First Class	2 0	3 0	2 0	2 0	3 0
Second Class	0 12	1 0	0 8	0 12	0 12
Third Class	0 8	0 8	0 4	0 8	0 8

The Rewas and Dhurumtur Ferry Steamer leaves Carnac Bunder daily at 8 A.M., and Dhurumtur at 1 P.M. The Oorun, Hog Island, and Oolwa Ferry Steamer leaves Carnac Bunder daily at 8-30 A.M., and Oolwa at 1 P.M. Passengers are required to obtain Tickets from the Bunder Clerk previous to proceeding on board.

J. A. SHEPHERD.

No. 33, Meadow Street, Bombay.

HOMEWARD PASSENGERS VIA BOMBAY.

PASSAGES to SUEZ and EUROPE ENGAGED, without CHARGE for COMMISSION and BAGGAGE RECEIVED and SHIPPED.

PAY and FUND ALLOWANCES Realised.

CIRCULAR NOTES issued payable in EGYPT and throughout [illegible]

LEONS supplied.

BILLS GRANTED on Mes[illegible]

Examine at the Docks

APPROVED DRAFTS on [illegible]

and GOVERNMENT CU[illegible]

payment received at par.

GRINDLA[illegible]

Grindlay & Co., London. [illegible]ay & Co., Calcutta.

NOTICE.—CON[illegible] GOODS per S.S. VIOLET, Comm[illegible] from London, are hereby informed of her ar[illegible]uired to SIGN BILLS of LADING accompanied by [illegible]VERY ORDERS for our Countersignature, and to TAKE DELIVERY of their respective GOODS from the Custom Bunders. No Claim for deficiency of or damage to Cargo can be entertained after departure of the Vessel.

FINLAY, MUIR, & Co.,
Agents for Captain Gundersen.

Bombay, 8th March 1873.

SALES BY AUCTION.

NUSSERWANJEE, CULLIANDASS & CO., 40, Meadow Street.

AUCTION SALE OF JEWELLERY.

THIS DAY, WEDNESDAY, the 12th instant, Messrs. NUSSERWANJEE, CULLIANDASS and Co. will sell by Public Auction, at 2 o'clock P.M., at their Rooms, No. 40, Meadow Street—

By order of the Trustees of the late Hormusjee Rustomjee.

1 Bangle with 3 rows of large Pearls and Diamond Top.
1 Pearl Mara of 5 Rows.
1 Diamond Ear-ring.
1 Pair Pearl Vallas.
1 Pair Pearl and Gold Beads Haddee.
1 Pair Gold Valla.
2 Gold Bangles.
1 Diamond Necklace.

NUSSERWANJEE, CULLIANDASS & Co.

Bombay, 12th March 1873.

MEHRJEE, JOHNSTON and COMPANY. No. 28, APOLLO STREET.

AUCTION SALE of Stock-in-Trade, Medicines, Chemical-, Medical Instruments, Fancy Articles in variety, Shop Furniture, &c., &c., &c., at Shop No. 3, Hunooman Street, Corner of Dean Lane, Fort, and Mount Road, Mazagon,

On days to be named hereafter, Messrs. MEHRJEE, JOHNSTON and Co. will sell by Public Auction, by order of the Official Assignee, In Re Thomsons and Co. Insolvents, the whole of their Stock and fashionable Stock-in-trade of Chemist-and-Druggist Sundries, a large stock of drugs and medicines, bottles, jars, pots, patent medicine, perfumery, fancy soap, comfits and lozenges, empty bottles, chemical, surgical and other instruments, fancy smoking articles in variety, stone filters, sponges, photographic kit, fancy articles in variety, shop furniture, Japanned toilet furniture, sodawater machines, iron treasury safe and sundry miscellaneous articles.

Further particulars will be given hereafter.

MEHRJEE, JOHNSTON & Co.

Bombay, 12th March 1873.

BENNETT and COMPANY, No. 4, FORBES STREET.

AUCTION SALE of Valuable and Handsome Household Furniture, Plated, Glass and Porcelainware, Choice Plants, &c., at Middle Colaba.

On THURSDAY, the 13th instant, Messrs. BENNETT and Co. are instructed to submit to Public Auction, at his residence, at the above-mentioned place, the valuable and handsome Household Furniture, &c., the property of I. A. Watkins, Esq., changing his residence, the same comprises of rich cut engraved glassware, dinner and dessert service, plated vegetable dishes, ice pitcher, cruet, egg and pickle stand, tea set, salver, table, chamber and piano candlesticks, &c., carved blackwood furniture, such as round dining and drawing room tables, easy dining and drawing room chairs, conversation and reclining couches, pier, sofa and card tables, tea poys, side board, whatnots, a sewing machine by Willcox and Gibbs, plated three and single light hanging and table argand lamps, handsome oil paintings, pictures, table ornaments, Brussels carpet, marble clock, iron four-spout headstead, dressing and washing tables, wardrobe, chest of drawers, cloth press, towel horse, screen, dispense and cookroom articles, &c.

No Catalogues, and the property is now on view.

AUCTION SALE of valuable and handsome Household Furniture, bed Plated, rich Crockery and Glassware, a first-class Piano, a Mahogany full-size Slate Billiard Table by G. Bennett & Co., Carriages, Horses, a large collection of choice plants, &c., at Breach Candy.

On TUESDAY, the 18th instant, Messrs. BENNETT and Co. are instructed to sell by Public Auction, at the above-mentioned place, the valuable and handsome Household Furniture, Piano, Carriages, Horses, &c., the property of Messrs. F. L. Latham and C. Reynolds.

Full particulars will be given hereafter.

AUCTION SALE of Valuable and Handsome Household Furniture, Plated, Glass and Porcelainware, Office Shigram, Horse, &c., at Grant's Buildings, Colaba.

On FRIDAY, the 14th instant, Messrs. BENNETT and Co. are instructed to submit to Public Auction, at his Residence, at the abovementioned place, the valuable and handsome Household Furniture, &c., the property of Charles Jones, Esq.

Full particulars will be given hereafter.

AUCTION SALE of Valuable and Handsome Household Furniture, Plated, Glass and Porcelainware, a first-class Mahogany semi-grand Piano by Schiedmayer and Soehne, Stuttgart, handsome Pier Glasses with consols tables, a handsome English-built Open-carriage by E. Kesterton, a ditto circular glass fronted Miniature Brougham, by Palliser, a pair of handsome Bay Australian Horses, a powerful Bay Australian Brougham Horse, Plant-, &c., at Malabar Hill.

On TUESDAY, the 25th instant, Messrs. BENNETT and Co. are instructed to sell by Public Auction, at his Residence at the abovementioned place, the valuable and handsome Household Furnitur , Piano, Carriages, Horses, &c., the property of Dr. A. Wright.

Full particulars will be given hereafter.

AUCTION SALE of Valuable and Handsome Household Furniture, Plated, Glass and Porcelainware, a Handsome English-built four-seated Open Carriage, a Handsome Circular Glass-fronted Miniature Brougham by "Holman," a Pair of very Handsome Grey Arab Carriage Horses, &c., at Breach Candy.

On WEDNESDAY, the 26th instant, Messrs. BENNETT and Co. are instructed to submit to Public Auction, at his residence, at the above mentioned place, the valuable and handsome household furniture, carriages, horses, &c., the property of Professor Candy.

Full particulars will be given hereafter.

Just Landed.

An invoice of superior English-made plated and brass mounted single and double Harness by William Middlemore.

BENNETT & Co.

Bombay, 12th March 1873.

SALES BY AUCTION.

CRAWFORD and COMPANY, 3, MARINE STREET, BOMBAY.

SHERIFF'S PROCLAMATION.
HIGH COURT.
Suit No. 376 of 1870.

Umabhai Huthesing, Becherdass Ambaidass, Runchodlal Chotalal Bhanabhai alias Purshotumdass Tricumdass, and Baichundchull, daughter of Shet Motibhai Currumchund (late of Ahmedabad, Hindoo Merchant), all of Ahmedabad, Hindoo inhabitants, Executors and Executrix of the late Muggonbhai Currumchund, deceased, carrying on business in Bombay under the name and firm of Currumchund Premchund, by means of their Moonim, Lulloobhoy Currumchund, &c.....Plaintiffs.

vs.

George Henry Wilkinson and John Anderson, of Bombay, English Merchants, carrying on business together in partnership in Bombay under the style or firm of Hartsoard and Company, in Elphinstone Circle, in the Island of Bombay.....Defendants.

It is hereby proclaimed and notified that this day, WEDNESDAY, the 12th day of March, at 3 o'clock in the afternoon (under and by virtue of a Warrant for sale of moveable property issued on the 11th day of February instant in the above suit) will be put up for sale by Public Auction by Messrs. CRAWFORD & Co., at a Godown near to their Rooms in Marine Street, the undermentioned immoveable property of the abovenamed Defendants :—

94 Casks of Colouring Powder and 144 Iron cases of Colouring Powder in oil.

Towards the satisfaction of the sum of Rs 30,000 for debt, and the sum of Rs. 270 for costs, which said debt and costs amount together to the sum of Rs 30,270.

The sale will extend only to the right, title, and interest of the said Defendants in the above specified property.

Each lot to be paid for at the time of sale.

For further information apply at the Office of the Sheriff of Bombay.

T. G. HEWLETT,
Sheriff of Bombay.

Bombay, Sheriff's Office, February 13, 1873.

Messrs. JEFFERSON and PAYNE,
Plaintiffs' Attorneys.

CRAWFORD & Co.

Bombay, 12th March 1873.

MENESSE and COMPANY.

THIS DAY, WEDNESDAY, the 12th instant, Messrs. MENESSE and Co. will hold their Usual Weekly Auction Sale at their Rooms, a quantity of Grey and Coloured Piece Goods, Twist, &c., &c.

5 Bales Grey Jaconets.
5 Cases Silk Border Dhoties.
5 Bales Grey Dhoties.
10 ,, Grey Shirtings.
7 ,, Grey T. Cloth.
100 Boxes Bar Soap.
On account of the concerned—
C. E. P. 50 Cases Damaged Crackers.
On account of the undersigned, ex Prince Waldemar.
K E H R E—6 cases damaged Punjum Silk.
H C, RRE—2 cases ,, ,,

AUCTION SALE OF LANDED PROPERTY.

On FRIDAY, the 21st instant, at 3 P.M., Messrs. MENESSE and Co. will sell by Public Auction, at Shetwady, the undermentioned Landed Property, on account and at the risk of the Mortgagor Vithuldass Sivlal, by order of Rajaram Govundram, the Mortgagee.

All that piece or parcel of Government land or garden ground together with messuage, tenement, or dwelling-house standing thereon, situate at Shetwady outside the Fort in the sub-district of Bhoolesh[illegible], registered in the books of the Collector of Land Revenue under No. 196, and assessed under No. 2,030 and 4,977 and is under survey Nos. 738 and 739 and admeasuring about 418 2-9 square yards and bounded on the east by Shetwady Cross Road, on the west and north by the property of Nillajee Luxmonjee, and on the south by the property of Raghoonath Gumbajee.

For further particulars and conditions of sale apply to Messrs. Shapurjee and Thakurdass, Solicitors, or to the undersigned.

AUCTION SALE OF VALUABLE LANDED PROPERTY ON THE MAHIM ROAD, NEAR DADUR.

On TUESDAY, the 18th March, at 3 P.M., Messrs. MENESSE & Co. will submit to Public Auction, on the premises, by order of Mr. Vaishnaker Gowreeshunker, Re Mortgagee, and on account and risk of Chintamon Gungadher Josey, Raghoonath Nana Josey, Ramchunder Nana Josey and Succaram Ananta Josey, the Mortgagors, the following valuable Landed Property :—

All that piece or parcel of ground forming a portion of the out called or known by the name of Bhicondy, consisting of one wheel, together with three dwelling-houses and a chawl or range of buildings, consisting of four apartments standing thereon, situated at Dadur, on the east side of Mahim Road, in the sub-district of Mazagon, in the Island of Bombay, admeasuring about 2,428 square yards, registered by the Collector of Land Revenue under No 306, and assessed by the Collector of Assessment under No. 1966, and bounded on the east and north by the batty ground of Balcrishna Dwarkajee, on the west by the aforesaid Mahim Road, and on the south by the out of Ladcoverbaee, widow of the late Duryee Burjorjee Bhimalee.

For further particulars apply to the Undersigned.

AUCTION SALE OF VALUABLE LANDED PROPERTY AT COOMBARWADDY, WITHOUR FORT OF BOMBAY.

On MONDAY, the 7th instant, at 4 P.M., Messrs. MENESSE & Co., will submit to Public Auction, on the premises, by order of Mr. Vaishnaker Gowreeshunker, the Mortgagee, and on account and risk of Chintamon Gungadher Josey, the Mortgagors, the following valuable landed property :—

All that piece or parcel of land, together with two dwelling houses and a chawl or range of buildings consisting of ten separate tenements, respectively built and standing thereon, the said two dwelling houses being situated on the west side of the cart called Coombarwaddy, and the said chawl being situated on the north side of the road called Bhooleshwar Street, in the sub-district of Bhooleshwar, without the Fort of Bombay, admeasuring about 477 square yards, and is assessed by the Collector of Land Revenue under 454, and the said two dwelling houses are assessed by the Municipal Commissioner under Nos. 1 and 2, and the said chawl is assessed by the said Commissioner under No. 48, and the said dwelling houses and chawl are bounded on the east by Coombarwaddy, on the west by the out formerly of Sha Permanundass Vundravundass and now of Sha Bhydass Sukheedass, deceased, on the north by the Bhooleshwar Street, and on the south by the house of Kavee Dyaram Bhut.

For further particulars apply to the Undersigned.

MENESSE & Co.

Bombay, 12th March 1873.

DINSHAW HORMUSJEE AND COMPANY, APOLLO STREET.

AUCTION SALE of Valuable Household Furniture, a full-sized slate Billard Table with lamp complete, Glass and Porcelainware, Plated Articles, &c., at the Bungalow No. 149, lately occupied by Colonel Battye, the Post-Master General, who left Bombay, near the Hon'ble Mr. Justice Gibbs' residence, Malabar Hill.

Messrs. DINSHAW HORMUSJEE & Co. have been instructed to sell by public auction THIS DAY, WEDNESDAY, the 12th instant, at 1 P.M., at the abovenamed place, the valuable household furniture, &c., the property of a Gentleman, comprising a set of rich glassware, handsome green and gold dinner set, dessert and tea services, plated curry dishes, cruet, egg and pickle frames, salver, table and chamber candlestick, knives and forks, &c., carved furniture, such as circular, sofa, pier, card, and dining-tables, half-backed couches, easy and drawing-room chairs, teapoys, engravings in maple frames, mahogany writing table with drawers, a mahogany full-sized slate billiard table with balls, cues, boards, &c., a bronze double light Thurston's billiard lamp, wardward, screen, two large Japanned iron bedsteads with mattresses and curtains complete, wardrobes, clothes and gown presses, chests of drawers, dressing and washhand tables, toilet glasses, reclining couches, camp cots, long arm chairs, camp tables, dispense cupboards, filters, meat safes and copper cooking utensils, &c., &c. &c.

Catalogues are published, and the property is now on view.

Also, the property of another Gentleman.

At 2 P.M.

A Handsome Bay Arab Lady's Riding Horse, 14-1, and 7 years old.

DINSHAW HORMUSJEE & Co.

Bombay, 12th March 1873.

NEW ADVERTISEMENTS.

VIEGAS SLIP COMPANY (Limited).—NOTICE OF REMOVAL.—The Office of this Company has THIS DAY been REMOVED from No. 2 Meadow Street, Fort, to No. 23 Shamaji Hassaje Street, Mandvie.

SORABJEE FROMMURZE,
Bombay, 8th March 1873. Secretary.

SHERIFF'S PROCLAMATION,
HIGH COURT.
Suit No. 573 of 1872.

GOMTIBAI, widow of GIRDHUR VELLJEE, deceased, of Bombay, Hindoo inhabitant, residing there on Kalbadavi Road, outside the Fort..... Plaintiff.

vs.

DYAL TRICUMJEE, of Bombay, Hindoo inhabitant, residing there on Kalbadavi Road, outside the Fort ..... Defendant.

It is hereby proclaimed and notified, that on TUESDAY, the 25th day of March, instant, at 2 o'clock in the afternoon, (under and by virtue of a Warrant for Sale of moveable property issued on the 9th day of December last, in the above Suit) will be put up for sale by PUBLIC AUCTION by Messrs. CRAWFORD & Co., at their Rooms, in Marine Street, the undermentioned moveable property of the above-named Defendant :—

183 Pug ries of different colours, 80 Shellas, 53 Long Cloth Pieces, 185 Dhoties, 111 Coloured Mull Mull Pieces, 8 Madapollams, 172 Silk-bordered Sarries, 998 large Cotton Sarries, 100 small Cotton Sarries, 9 white Silk Sarries, 179 pieces of Cholies, 14 pieces of Cholies, small, 37 pieces of Cholies, Silk, small, 45 pieces of Cotton Cholie-, 1 Piece, 2 Steels, 1 Lot pieces of Dirty Cloth, Bedding and 3 Pillows, towards the satisfaction of the sum of Rs. 4,078-10-3, for debt, and interest, and the costs of this Suit when taxed, and further simple interest at six per cent. per annum, upon the amount of Judgment from the date of the said Decree till payment.

The Sale will extend only to the right, title, and interest of the said defendant in the above specified property.

Each lot to be paid for at the time of sale.

For further information apply at the Office of the Sheriff of Bombay.

T. G. HEWLETT,
Sheriff of Bombay.

Bombay, Sheriff's Office, 8th March 1873.

Messrs. SHAPURJEE & THAKURDAS,
Plaintiff's Attorneys.

THE "IN STATU QUO" CHESS-BOARD.

Tourists and Travellers will find this a most welcome companion. By the action of a spring, all the men may be fixed upon their respective squares, so that the game may at any time be discontinued and the Board folded up without disturbing the pieces. It is strongly made and very portable. Price Rs. 25.

Chessmen Board, Backgammon, Playing Cards, Bezique, &c., &c.

THACKER, VINING, & Co.

THE COMPENDIUM OF GAMES.

An unfailing resource for amusement to Travellers and Outstation Residents; contains Backgammon, Bezique with Pocket Guide and Markers complete, Chess, Counters, Cribbage Board and Pegs, Dice and Boxes, Dominoes, Draughts, 2 Packs of Cards, Pocket Laws of Whist, Race and Steeple-chase Games, and pair of Whist Markers. The whole enclosed in a strong well-finished polished mahogany case with lock ..... Rs. 62

Cash ..... ,, 55

New design in beautiful Walnut or Coromandel wood case, suitable for presentation ..... ,, 85

Cash ..... ,, 75

THACKER, VINING, & Co.

NEW ADVERTISEMENTS.

GRANT ROAD THEATRE.

THE PARSEE ELPHINSTONE DRAMATIC CLUB,
TO-NIGHT, WEDNESDAY, 12TH MARCH 1873.

CAMARALZAMAN & BADOURA.

ON SATURDAY, 15TH MARCH 1873,
A NEW PLAY, ENTITLED,
ADELINE.

PRICES OF ADMISSION AS USUAL.

Performance commencing at 8-30 P.M.

EXCHANGE.—A MAJOR in a Line Regiment, going HOME this year, wishes to EXCHANGE to a Regiment remaining in India. Apply to "MAJOR," care of Messrs. GRINDLAY, GROOM, & Co., Bombay.

NOTICE.—The MONEY ORDER OFFICE will be CLOSED from THURSDAY, the 13th, to SATURDAY, the 15th instant, both days inclusive.

ED. W. S. LOGIN,
Asst. Accountant General, in Charge Money Order Offices.
Chief Office, Bombay, 11th March 1873.

NOTICE.—The PAPER CURRENCY DEPARTMENT will be CLOSED from THURSDAY, the 13th, to SATURDAY, the 15th instant, both days inclusive.

A. R. GORDON,
Assistant Commissioner of Paper Currency.
Bombay, 11th March 1873.

CASHMERE.
DAVIDGE BROTHERS'
CASHMERE BRANCH
WILL be RE-OPENED for the Season during APRIL, and Supplies of every description may be obtained at extremely moderate rates, thus saving much expense and trouble in conveyance of extra baggage.

All intending Travellers should send for Davidge Brothers' "GUIDE TO CASHMERE." ISSUED GRATIS.

☞ D. Bros', places of business are—
Meean Meer, Peshawur, Murree, & Cashmere.

NOTICE to MILITARY OFFICERS in INDIA proceeding or forwarding packages to PORTSMOUTH in H. M. INDIAN TROOP-SHIPS. On the arrival of the above Ships at Portsmouth, CURTISS & SONS, Railway and Shipping Agents, Broad Street, Portsmouth, are in attendance to receive Packages requiring to be cleared through Customs, Warehoused or Forwarded to any part of the World. Officers in India sending packages to their friends at Home should direct them, Care of CURTISS and SONS, Portsmouth.

Terms strictly reasonable.

BHOWNUGGUR MILLS and PRESS COMPANY (Limited).—NOTICE is hereby given, that the ORDINARY GENERAL MEETING of the SHAREHOLDERS of the above Company will be HELD at the Office of the Company, on TUESDAY, the 18th instant, at 3-30 P.M., for the transaction of the following business :—

1. To receive Directors' Report and Audited Balance Sheet of the Company for the year ending 31st December 1872.
2. To elect Directors in the place of those retiring by rotation, but who are eligible for re-election.
3. To appoint Auditors for the ensuing year.

FORBES & Co.,
Secretaries and Managers,
Bhownuggur Mills and Press Company, Limited.

MALABAR COMPANY (Limited).—NOTICE is hereby given, that the ORDINARY GENERAL MEETING of the SHAREHOLDERS of the above Company will be HELD at the Office of the Company, on TUESDAY, the 18th instant, at 3-30 P.M., for the transaction of the following business :—

(1.) To receive Directors' Report and Audited Balance Sheet of the Company for the year ending 31st December 1872.
(2.) To declare a Dividend.
(3.) To elect Directors in the place of those retiring by rotation, but who are eligible for re-election.
(4.) To appoint Auditors for the ensuing year.

FORBES & Co.,
Secretaries and Treasurers, Malabar Company, Limited.

NOTICE.—The Master Attendant and Conservator of the Port has received intimation from the Officer Commanding Royal Artillery, that PRACTICE, daily in 7th fraction, will be MIL and Shrapnell, from the afternoon, with Shot, SPOINT, OYSTER ROCK, and BATTERIES at COLABA [illegible] MIDDLE GROUND, [illegible] During the Prac Carnabah and Thull, from the Middle Ground, Oyster Rock, and Colaba Batteries.

NOTICE is hereby given to the Commanders of the Mercantile Fleet in Port, Owners, and Nacodahs of Native Craft, and to all others whom it may concern, that it will be dangerous to cross or anchor near the line of fire, from the above date, till the termination of the practice.

W. L. SEARLE,
Master Attendant and Conservator of the Port.

NOTICES.

BURLINGTON
HAIR DRESSING & SHAMPOOING SALOON
IS NOW OPEN,
17, CHURCH GATE STREET,
NEXT TO Messrs. CARR BROTHERS.
31st December 1872.

D. S. KEMP & Co.'s
TOILET LUXURIES.

FLORAL MOUTH ELIXIR.

A few drops on the Tooth Brush form a delicious substitute for TOOTH POWDER; it thoroughly cleanses and whitens the Teeth, is an effective disinfectant, and leaves an abiding fragrance in the mouth.

PER BOTTLE Rs. 1-8 AND Rs. 4.

EQUATORIAL HAIR DOUCHE.

This most agreeable of all toilet preparations immediately arrests the loss of Hair, and if used according to the directions will *ensure health to the capillary system during a long life*. It contains no Cantharides or other irritant; but acts by protecting and assisting the natural processes.

PER BOTTLE Rs. 1-8 AND Rs. 2-8.

Both of the above are shown in the
BOMBAY EXHIBITION.

D. S. KEMP & Co.

Messrs. HEPTOOLA ALLEBHOY AND COMPANY,

22, Apollo Street, opposite the Secretariate,

COMMERCIAL INTELLIGENCE.

SHARE MARKET.

TUESDAY AFTERNOON.

MARKET dull and unchanged.

SALES AND PURCHASES.

PIECE GOODS.

A very small business is reported to have been done yesterday, and as the two following days are to be taken up by the Hoolee holidays, there will be almost nothing doing. The following sales are reported to have been made by European firms yesterday :—

3,000 pieces coloured Gowns	40 in. 20 yds.		Rs. 3 13 0
500 „ Turkey Red Mulls	40 „ 20 „		„ 3 9 0
1,000 „ White Jacconets	40 „ 20 „		„ 2 4 6
1,000 „ Grey „	40 „ 20 „	2½ lbs.	„ 1 13 0

COTTON.

The market has been quiet, and prices have turned in favour of buyers. The following are our closing quotations :—

New Comrawuttee (Ready)		at Rs. 220	to Rs. 224
„ Akote „		at „ 228	to „ 229
„ Broach M.G. „		at „ 254	to „ 255
„ Hingunghaut „		at „ 255	to „ 256
„ Dholleva (May delivery)		at „ 218	to „ 220

The undermentioned purchases are reported to have been made by European firms yesterday :—

150 candies	New Veravul	(Ready)	at Rs.	2'4
25 „	„ Khandeish	(„)	at „	215
25 „	„	(„)	at „	219
100 „	„ Broach M.G.	(„)	at „	254½ to 255
50 „	„ Bhownuggur	(„)	at „	224
25 „	„ „	(„)	at „	223
53 „	„ Veerumgaum	(„)	at „	215
100 „	„ Akote F.P.B.	(„)	at „	232 to 234
50 „	„ „ F.P.B.	(„)	at „	2'4

SHIPPING.

ARRIVALS.

Mar.	Vessel.	Commander.	From.
11	Rustom (s)	Peard	Goa, March 8.
	M. S. Elphinstone (s)	McNeill	Carwar, March 9.

DEPARTURES.

Mar.	Vessel.	Commander.	Destination.
11	Geelong (s)	Babot	China, &c.
	Sir J. H. Carnac (s)	Raffin	Coast and Carwar.
	Rathfern	Mitchell	Rangoon.

The following vessels were entered out for loading yesterday :—
Steamer M. S. Elphinstone, to Coast and Carwar.
Ship Hanna Law, to Liverpool.
Ship Joshua, to Calcutta.

DAILY IMPORTS.—11TH MARCH.

FROM LONDON.

Hilton Philipson, s, 100 casks beer, Merwanjee & Co.; 425 boxes candles, Finlay, Muir & Co.; 25 hogsheads beer, Dinshaw Sorabjee & Co.; 1 hogshead claret, B. and A. Hormusjee.

Senior, s, 16 cases claret, E N Colabawalla & Co; 15 casks pale ale, B and A Hormusjee.

Urbino, s, 120 cases claret and 55 cases champagne, Dhunjeebhoy Rustomjee & Co; 246 casks pale ale, Hormusjee Pestonjee and Sons; 35 casks beer, Cursetjee Pestonjee; 4 hogsheads sherry, Pochajee Framjee and Co; 50 casks ale, J C Bodger; 38 casks pale ale, Bouneville and Sibille.

Pembrokeshire, 46 casks beer, Jamsetjee Framjee.

DAILY EXPORTS.—11TH MARCH.

FOR LIVERPOOL.

Jane Pardew, 50 bales cotton, Nanjee Dharsey; 35 bales cotton, Dharsey Bhimjee.

Royal Alexandra, 2,000 packages myrabolltams, Lyon & Co; 9,741 bundles coir yarn, N Jaichund.

Thomas Parker, s, 40 bales wool, Khimjee Ramjee; 68 bales cotton, Gaddum & Co; 50 bales wool, Jaitha Vuria; 1 bale cotton, Bhugwandass Madowjee; 90 cwts coir yarn, S Narronjee.

John Adamson, s, 62 bales cotton, Canjee Parbut & Co; 6 bales cotton, R L King & Co; 50 bales wool, Damodhur Mathoordass; 60 bales cotton, Killick Nixon & Co; 25 bales cotton, Young & Co; 361 bags wheat, S Tyebjee and Co.

Peshawur, s, 16 bags wheat, Finlay Scott & Co; 181 bundles galls, Shariff Salemahomed & Co.

Urbino, s, 6'0 bales cotton, Gaddum & Co; 44 bales wool, Volkert Brothers; 21 bales cotton, Vithul Cockull; 200 bales cotton, Finlay Scott and Co; 100 bales cotton, Lyon and Co; 100 bales cotton, Wallace and Co; 65 bales wool, David Sassoon & Co; 45 bales cotton, Bhimjee Samjee.

Mahew Cay, s, 53 bales cotton, Henry Dodd & Co; 125 bales cotton, R L King & Co.

Hydaspes, s, 185 bales wool, Nursey Khatow; 350 bales cotton, Peel, Cassels & Co.

Atalanta, s, 200 bales cotton, Soondersas Mooljee; 75 tons iron, N Pursotumdass & Co; 150 bales cotton, Ewart Latham and Co; 21 bales wool, B I S N Co; 134 bales hemp, W Nicol and Co; 135 bales cotton, Wallace and Co; 126 bags rapeseed, Ewart Latham and Co.

FOR LONDON.

Peshawur, s, 10 cases fishmaws and 9 cases gum, Goanabhoy Samjee; 62 cases gum, Allana Munjee.

FOR TRIESTE.

Aristocrat, s, 8 bales hides, B I S N Co; 70 bales cotton, Gaddum and Co; 100 bales cotton, Peel Cassels and Co.

Hydaspes, s, 150 bales cotton, H Clason and Co; 250 bales cotton, George Lockhart and Co.

FOR VENICE.

Aristocrat, s, 7 bales hides, G Sigg and Co; 200 bales cotton, Gaddum and Co.

Hydaspes, s, 200 bales cotton, G Sigg and Co; 250 bales cotton, George Lockhart and Co.

FOR HAVRE.

Jane Law, 100 bales cotton, Gaddum and Co; 200 bales cotton, George Lockhart and Co.

FOR GENOA.

Hydaspes, s, 150 bales cotton, H Clason and Co.

FOR SUEZ.

Hydaspes, s, 13 cases silk, B Brothers.

FOR HONGKONG.

Emeu, s, 31 bales cotton and 30 bales twist, Eduljee Framjee and Co; 386 bundles cilibanum, 22 bundles sharkfins, 17 bundles fishmaws, and 4 bags betlenuts, Goolamhoosan Jannahomed; 86 cases olibanum, Jairaj Peerbhoy; 73 bales cotton, Khimjee Peerbhoy; 261 bundles sharkfins, 14 bundles fishmaws, and 6 bales cotton, Dewjeebhoy Goolamhoosan and Co; 47 bundles fishmaws, 226 bundles sharkfins, Fazul Mahomed Dama; 33 bales cotton, Dewmull Jasomull; 12 bundles fishmaws, Lalljee Hemraj; 22 cases olibanum, Allana Munjee; 51 packages red raisins, Ebram F. Mahomed.

MILITARY.

ARRIVALS.—MARCH 6.

Chaine, or, 4th Hussars, on leave, from Rawul Pindee.

MARCH 10.

James, Captain, Staff, on leave, from Poona.
Wilson, Colonel, Madras Staff Corps, on leave, from Madras.

MARCH 11.

LeMarchand, Lieutenant, 39th Regiment, on duty, from Deolalee.
Sillifant, Surgeon, Bengal N. I., on sick certificate, from Rawul Pindee.
Darnell, Lieutenant, 54th Regiment, on sick certificate, from Jullunder.
Kelly, Surgeon, 102d Regiment, to appear before a medical board, from Jehansie.
Kingston, Staff Assistant Surgeon, Madras Medical Department, on duty, to England, from Bangalore.

DEPARTURES.—MARCH 9.

Kirk, Lieutenant, 22nd Regiment N. I, on duty, to Deolalee.

MARCH 11.

Hicks, Major, Staff Corps, on furlough, to England.

MARCH 11.

Yaldwyn, Captain, Madras Royal Artillery, on duty, to Rangoon.
Passy, Sub-Lieutenant, 69th Foot, on duty, to Rangoon.
King, Sub-Lieutenant, Bengal Royal Artillery, on duty, to Dinapore.
Torkington, Captain, 41st Regiment, on duty, to Mooltan.
Browne, Captain, Madras R. H. A., to join, to Bangalore.
Wilkinson, Lieutenant, Madras R. E., on duty, to Bangalore.
Hunter, Surgeon, Bengal Staff, on duty, to Bengal.
Spragge, Sub-Lieutenant 51st Foot, on duty, to Pyasbad.
Torrie, Sub-Lieutenant, 67th Regiment, on duty, to Rangoon.
Bairnsfather, Sub-Lieutenant 16th Lancers, on duty to Secundrabad.
Tipping, Sub-Lieutenant, 51st Light Infantry, on duty, to Pyasbad,
Sharland, Lieutenant, Royal Artillery, on duty, to Kirkee.
Allen, Sub-Lieutenant, 36th Regiment, on duty, to Meean Meer.
Bilgame, Sub-Lieutenant, 102th Regiment, on duty, to Roorkee.
White, Assistant Surgeon, Bengal Royal Artillery, on duty, to Lucknow.
Studdy, Lieutenant, 63rd Regiment, on duty, to Hazarabagh.
Bivias, Lieutenant, Madras Royal Artillery, on duty, to Rangoon.
Langley, Lieutenant, Madras R. E., on duty, to Bangalore.
Graham, Lieutenant, Madras R. A., on duty, to ——
Cautley, Lieut, 9th Regt, on duty, to Lahore.
Dashwood, Captain, 8th Foot, on duty to Bareilly.
McCausland, 8th Lieut, 39th Regt, on duty, to Peshawur.
Stuart, Lieut, 18th Hussars, to rejoin, to Bangalore.
Payne, Major, Madras Staff Corps, to rejoin, to Madras.
Grant, Lieut, 1st Belooch Regt., on leave, to Matheran.
Wilmere, Lieut, 98th Regt, on duty, to Poona.
Curran, Staff, Asst Surg, Bengal Med Staff, on duty, to Bengal.

POONA DIVISION ORDERS.

By Maj.-General J. T. GRANT, C.B.,
Commanding Poona Division of the Army.
Poona, 10th March, 1873.

The undermentioned officer has obtained leave :—
98th Light Infantry—Colonel J. Spratt, for 30 days, from the 11th March 1873, to proceed to Bombay, on medical certificate, for the purpose of obtaining a final certificate to Europe.

GOVERNMENT OF INDIA ORDERS.

(*Gazette of India*, March 8.)

HOME DEPARTMENT.

The leave of absence on medical certificate granted in notification No 8C, dated 16th Nov 1872, to the Hon Sir John Strachey, K C S I, an Ordinary Member of the Council of the Gov Genl, is cancelled at his own request, and he is granted instead eight months' furlough under Section 7 (c), Clause 2 of the Civil Leave Code, with effect from the 19th Nov last.

The Right Hon'ble the Secretary of State for India having, in accordance with the provisions contained in the 5th Section of the Indian Council's Act 24 & 25 Victoria, cap. 67, appointed Mr. Edward Clive Bayley, C S I, of the Bengal Civil Service, to be a Provisional Member of the Council of the Gov Genl of India, and a vacancy having been caused in the said Council by the permission given to the Hon Sir John Strachey, K C S I, to remain in England on furlough, Mr E C Bayley has this day taken the oaths and his seat, under the usual salute, as an Ordinary Member of the Council of the Gov Genl of India.

Mr C D C Winter, of the Bengal Civil Service, has been granted by Her Majesty's Secretary of State for India an extension of six months' leave on medical certificate.

The following temporary arrangements in the Central Provinces Commission are sanctioned by the Gov Gen in Council :—

Lieut Col E. M. Playfair, Depy Comr, 3rd class, to officiate in the 2nd class from the 20th Dec 1872, the date of his assuming charge of the Nimar District.

Capt C. H. Grace, Depy Comr, 4th class, to officiate in the 3rd class from 1st Jan 1873, the date of his receiving charge of the Betul District.

Capt R M B Thomas to officiate as Asst Comr, 1st class, from the date of his being relieved of the charge of the Nimar District by Lieut Col Playfair.

Capts. E A Pemberton and T W Hogg, Offig Asst Comrs, 1st class, to revert to their appointment of Offig Asst Comrs, 2nd class, and Messrs. R Logan and J P Goodridge, Offig Asst Comrs, 2nd class, to revert to their appointment of Asst Comrs, 3rd class, from the date on which Lieut Col Playfair received charge of the Nimar District.

The Hon E G Birch took his seat as Offig Judge of the High Court of Judicature at Fort William in Bengal on the forenoon of the 24th ult.

DEPARTMENT OF AGRICULTURE, REVENUE, AND COMMERCE.

Dr F Stoliczka, Paleontologist, attached to the Geological Survey of India, is allowed privilege leave of absence for one month from 1st March 1873.

Mr V Ball, Asst in the Geological Survey of India, is allowed privilege leave of absence for one month from the 1st March 1873

Mr N T Davey, Depy Supt of Revenue Surveys, 2nd grade, is allowed privilege leave of absence for two months from the date on which he may avail himself of it.

Mr. W. E. Ward, of the Bengal Civil Service, is appointed to officiate temporarily as Under-Secretary to the Govt. of India in the Dept. of Agriculture Revenue, and Commerce. He assumed charge of the office on the forenoon of the 4th inst.

FOREIGN DEPARTMENT.

The services of Mr A O Lyall, Bengal Civil Service, Comr of West Berar, are placed at the disposal of the Home Dept.

Lieut Col H. Forbes, Comdt of the Bhopal Battalion, availed himself on the 7th of Jan last of the privilege leave granted to him by Foreign Department Notification, No 2280, dated 20th idem. Lieut Col Forbes rejoined his appointment on the 5th inst.

Mr C E R Girdlestone, Resident in Nepaul, is granted three months' privilege leave of absence from the 19th inst, or the subsequent date on which he may avail himself of it.

Col J A Wright, Cantonment Magistrate of Morar, is granted privilege leave of absence for three months from the date in April next on which he may avail himself of it.

Lieut. N C Martell, Offig Asst Cantonment Magistrate, will officiate for Colonel Wright during his absence in addition to his own duties.

Lt. E. L. Durand, late Offg. Asst Agent to the Gov Genl in Rajpootana, is granted one month's leave of absence in continuation of the privilege leave granted him in notification No. 72 G, dated the 10th Jan last, to enable him to pass in the native languages at Calcutta.

FINANCIAL DEPARTMENT.

In consequence of the absence on privilege leave of Mr R A Fink, Mr T H Biggs is appointed to officiate in class IV of the Financial Department, with effect from the 28th Jan 1873, and Babu Rajanimath Ray is appointed to officiate in class V with effect from the 2nd Feb. 1873.

The Govr Genl in Council directs that the following be added as case (c) under Rule 1, Section 39 of the Civil Pension Code :—
"(c) Zilladars in the North-West Stud Breeding Establishment."

Mr. T W Gribble, B C S, is appointed to officiate as Post Master General, Bengal.

MILITARY DEPARTMENT.

The under-mentioned Officers are permitted to proceed to Europe on furlough on private affairs :—

Lieut Col John Macdonald, of the Bengal Staff Corps, Depy Supt 1st Grade, Rev Sur Dept, for twelve months.

Maj Malcolm George Clerk, of the late 4th European Regt, Asst Engr, 1st Grade, Dept of P W, for two years.

The under-mentioned Officer is permitted to proceed to Europe on furlough on private affairs :—

Lieut Col (Bt Col) Edward Oakes, of the Bengal Staff Corps, Comt, 2nd Regt of N (Light) I.—for two years.

His Excellency the Gov. Genl in Council is pleased to make the following appointment in the Dept of the Adjt Genl :—

Col T. Ratsay, C.B., C.S. I., of the Bengal Staff Corps, Comt 42nd (Assam) Regt of N. (Light) I, to be 1st Asst Adjt Genl at head quarters, in succession to Col G. E. Holmes, whose tenure of service on the Staff will expire on the 16th Ap 1873, under the operation of G. G. O. No. 1068 of 1872.

The services of Lieut A. C. Talbot, of the Bengal Staff Corps, 2nd Squadron Sahn 2nd Cavy. Hyderabad Contingent, are placed temporarily at the dispo al of the Foreign Department.

Lieut Col J. S. Cgilvie, of the Bengal Staff Corps, Dep Asst Comy Genl, 1st class, is allowed leave of absence for one month, from such date as he may avail himself of it, to visit Bombay, preparatory to applying for furlough to Europe on medical certificate under the Regulations of 1868.

The under-mentioned Officer is permitted to proceed to Europe on furlough on private affairs :—

Maj Charles Ferguson Sharpe, of the Bengal Staff Corps, Dist Supt of Police, 2nd Grade, Sultanpore, Oude, for two years.

The under-mentioned Officer has been allowed furlough to Europe on medical certificate :—

Lieut Charles Follett Powell, of the Bengal Staff Corps, 2nd, Wing Subaltern, 2nd Punjab Infantry, Punjab Frontier Force, for one year.

The under-mentioned Officer has been permitted to proceed to Europe on furlough on private affairs :—

Lieut Robert Patch, of the Bengal Staff Corps, Sub-Asst Comy Genl, 2nd Class, for two years.

Capt (Bt Maj) C A de Kantzow, of the Bengal Staff Corps, is allowed an extension of leave to the 19th Feb 1873, the date on which he reported his return from furlough to Europe on private affairs.

The under-mentioned Officers are permitted to proceed to Europe on furlough on private affairs :—

Lieut Col John Fendall, of the Bengal Staff Corps, Depy Comr, 2nd Class, Goordaspore, Punjab, for two years.

Lieut Col Robarts William Elton, of Infantry, for twenty months.

Maj E A C Lambert, of the Bengal Staff Corps, is allowed an extension of leave to the 30th Jan 1873, the date on which he reported his return from furlough to Europe on medical certificate.

The undermentioned officers are permitted to proceed to Europe on furlough on private affairs :—

Lt Col Alexander Frederic Corbett, of the Ben S C, District Supt of Police, North-Western Provinces, for twenty months.

Maj Alfred Blunt, of the Ben S C, Wing Officer, 43rd (Assam) Regt of N (Light) I, for two years.

Capt Arthur George Hartshorne, of the General List, Infantry, for two years.

Lt George Mason Abbott, of the Ben S C, 1st Squad Sub 19th Ben Cav (Lancers), for two years.

Surg Maj Henry Francis Williams, M D, of Med Dept, in medical charge, 40th (the Shahjehanpore) Regt of N I, for two years

The following promotion by Brevet is made, from the date specified :—

BREVET—To be Colonel.

Lt Col Andrew Simpson Smith, Bengal Infantry, 3rd March 1873.

The undermentioned officers of the S C, having completed five years' service as substantive Lt Col, are promoted to the rank of Col by Brevet, from the dates specified.

Lt Col William Ruxton Eneas Alexander, Benl S C, 2nd March 1873.

Lt Cols Adrian Hugh Patterson, Ben S C, and William Sidney Smith Mulcaster, Mad S C, 3rd March 1873.

The undermentioned officer of the Ben S C, having completed 26 years' service, is promoted to the rank of Lt Col, from the date specified :—

Maj Edward Humphrey Woodcock, 1st March 1873.

The undermentioned officer of the Benl S C, having completed 20 years' service, is promoted to the rank of Major, from the date specified :—

Capt Gerard Noel Money, 4th March 1873.

The undermentioned officer is permitted to proceed to Europe on furlough on private affairs :—

Lt Col (Bt Col) William Dunn Bishop, of Infantry—for one year.

His Excellency the Governor General in Council is pleased to make the following appointments :—

HYDERABAD CONTINGENT—4th Infantry.

Lt Col W Weldon, 2nd in Comd and Offg Comdt, to be Comdt vice Col A. Wyndham, who vacates on succeeding to the Col's allowance under the operation of G G O No 711 of 1868.

Maj T H Way, Squad Sub 3rd Cav, to be 2nd in Comd, vice Lt Col Weldon.

The undermentioned officer has been allowed furlough to Europe on medical certificate :—

Lt David Stanley Cuninghame, of the Ben S C, 1st Squad Sub, 1st Cav, Punjab Frontier Force,—for two years.

The undermentioned Warrant Officer has been allowed furlough to Europe on medical certificate :—

Apothy Thomas Henry Hill, of the Sub Med Dept—for one year.

His Excellency the Governor General in Council is pleased to make the following appointment in the Medical Department :—

Surg Maj J B S Brown, of the Med Dept, offig in medical charge, 39th (The Allygurh) Regt of N I, to be a Depy Inspr Genl of Hospitals with temporary rank, during the absence on furlough to Europe of Dep Inspr Genl of Hospitals G Saunders, or until further orders.

PUBLIC WORKS DEPARTMENT.

Lt C James, R. E, Asst Engr, is promoted to Ex Engr, 4th grade, with effect from 1st Sept 1872.

Mr W Nelson is appointed to the Public Works Department as an Asst Engr of the 1st grade, and passed to the Indus Valley (State) Railway.

Cap D Oliver, Asst Engr, 1st Grade, Military Works Branch, is granted the usual subsidiary leave from 21st Jan 1873, preparatory to proceeding on furlough to Europe.

Mr R Gatmall is appointed to the Public Works Department as a temporary Sub-Engr of the 2nd grade, and posted to the Indus Valley (State) Railway.

Mr G Burnell, temporary Sub-Engr, 2nd grade, attached to the then Office of the Store-keeper to the Government of India, for State Railways at Calcutta, joined his appointment in the forenoon of the 2nd Jan 1873.

Lt L F Bodleau R E, Ex Engr, 3rd grade, Rajpootana, is transferred to the North-Western Provinces Provincial Establishment.

This cancels P W D Notification No 631 of the 4th Dec last.

Capt P G Oldham, R E, is appointed to the P W D as an Ex Engr, 4th grade, and to officiate as Depy Controller of Public Works Accounts in Bengal during the absence of Mr Billings, or until further orders.

Mr J St Clair Glasson is appointed to the P W Dept as a temporary Supervisor of the 2nd grade, and posted to Bengal, Irrigation Branch.

Mr H. Woodroffe is temporarily appointed to the P. W. Dep as a Supervisor, 1st Grade, and posted to the Western Rajpootana Railway Survey.

Mr. J. McCluskey, temporary Supervisor, 2nd Grade Punjab Northern (State) Railway, is permitted to resign his appointment in the P. W. Dept.

Mr. W. Heanderson, Ex Engr, 2nd grade, and Mr. A Thuey, temporary Asst Engr, 2nd grade Neemuch (State) Railway, are transferred to the Western Rajpootana Railway Survey.

Mr T. E Heaford, Ex Engr, 2nd grade, Oudh, is transferred to the North-Western Provincial Establishment.

PUNJAB ORDERS.

(*Punjab Gazette*, March 6.)

Mr. J. C. McDonell, Asst. Conservr. of Forests, 2nd grade, Punjab, has obtained privilege leave of absence for three months with effect from the 15th April 1873, or such subsequent date as he may avail himself of the same.

Mr. J. L. Laird, Asst. Conservr. of Forests, 3rd grade, is promoted to the 2nd grade.

Lt. A. de C. Rennick, from the Jullundhur to the Hoshiarpore District, at his own request.

Lt. C. I. T. F. Forster, Depy. Commsr, Hissar, received charge as Supt. of the Jail at that Station from Mr. A. H. Benton, Asst. Commsr., on the 12th February 1873.

Mr. W. Jenkyns, Asst. Commsr., Derah Ismail Khan, has obtained privilege leave of absence for two months, with effect from the 1st June 1873, or such subsequent date as he may avail himself of it.

Mr. B. A. Fox, Offg. Extra Asst. Commsr. Jhelum, has obtained privilege leave of absence for one month and 15 days, with effect from the 27th Feb. 1873, or such subsequent date as he may avail himself of it.

Lt. R. Bartholomew, Asst. Commsr., having reported his return to Calcutta from furlough on the 16th Feb. 1873, is allowed the usual Holiday leave to enable him to join his appointment

Lt. Bartholomew is posted to the Delhi District.

Mr. A. Christie, Asst. Commsr., is transferred from the Rawalpindee to the Montgomery District.

Surg. J. E. T. Aitchison, M. D., on special duty, Ladakh, is appointed to the civil medical charge of Murree.

Mr. H. E. Perkins, Depy. Commsr., Gujrat, has obtained three days' ordinary furlough from the 26th to the 28th Oct. 1872, inclusive, in extension of the furlough granted to him in G. O. No. 2062, dated 21st Nov. 1870.

Lt.-Col. H. N. Miller, Depy. Inspr.-Genl. of Police, 2nd grade, Rawalpindee Circle, has obtained thirty days' subsidiary leave to enable him to rejoin his appointment.

His Honour the Lt.-Govr. is pleased to accept the resignation, by Mr. A. C. M. MacGregor, of his appointment as Asst. District Supt. of Police, 2nd grade, 2nd class, with effect from the 11th Feb.

Lt.-Col. Baillie relieved Mr. Jackson of the charge of the Jullundhur District in the forenoon of 31st Jan., and not in the afternoon, as notified in Order No. 410, of 5th ultimo.

Capt. E. T. Wynne, R.E., Ex. Engr., 4th grade, Hazara Division, has passed the departmental standard as laid down in Chapter II., Section IV., Para. 4, Department of Public Works Code.

Mr. R. W. E. Green, Asst. Engr, 2nd grade, under Covenant with the Secretary of State, attached to the 3rd Division, Baree Doab Canal, is allowed six months' special leave, and one month's subsidiary leave.

Mr. H. G. McKinney, Asst. Engr., 2nd grade, attached to the 3rd Division, Baree Doab Canal, passed the higher standard examination in Hindustani on the 10th Jan. 1873.

Lt. H. R. LeM. Carey, Asst Engr., 2nd grade, attached to the 2nd Division, Baree Doab Canal, is allowed one month's privilege leave from such date as he may avail himself of the same.

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G. W. TERRY,
Member of Committee and Honorary Secretary.

DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BIRTHS.

ELLIS—March 4th, at Jullundhur, the wife of Mr. J. A. S. Ellis, Accounts Branch, P. W. D., of a son.

DUTTON—March 5th, at Futtehghur, the Hon'ble Mrs. C. Dutton, of a son.

OUSELEY—March 5th, at Umballa, the wife of Mr. Gore Ouseley, of a daughter.

HIGGINS—March 6th, at Wurdah, Central Provinces, the wife of Mr. J. Huggins, Superintendent of Police, of a daughter.

MARRIAGE.

GALE—NEYNOE—March 4th, at Deolalee, by the Rev. J. Richardson, Marmaduke H. L. Gale, son of J. Gale, Esq., of Oakfield, Cheltenham, to Anna Neynoe, eldest daughter of Malcolm Neynoe, Master of Stapleton Horse, Dundalk, and niece of late General Neynoe, Castle Neynoe, Co. Sligo, and cousin of the late Earl of Moira, Governor-General of India.

DEATH.

BONNOR-MAURICE—March 1st, at Cawnpore, by a fall from his horse, Lieutenant R. Bonnor-Maurice, R. A.

All MONEY ORDERS, CHEQUES, and other Remittances sent to this office, should be made payable to the "Proprietor of the *Bombay Gazette*."

The Daily "BOMBAY GAZETTE," *and the* "BOMBAY GAZETTE OVERLAND SUMMARY," *are filed for reference in the Intelligence Department, Indian Court, International Exhibition, Kensington.*

The Bombay Gazette.

WEDNESDAY, MARCH 12, 1873.

THE military expenditure of India is equal to one-fourth of the whole revenue of the country. This is a great but by no means an alarming fact. The country is held by the sword, and the soldiers who maintain the empire are imported into it, and in order to make the service—attractive we were going to say—as unlike penal servitude as possible, a little extra pay is granted and a few extra comforts are provided, and these things cost money. So therefore the European Army of India is a costly article. But there is the other side of the account to be considered. If the European Army is costly, it is the most efficient army in the world. If India pays high for its European army, it accepts only trained men; and if it gets these trained men it gets them only by reason of their connection with another country—they consent to serve India only because they are the military servants of another State though not of another monarchy. If India pays high for its European Army and pays high because of its corresponding efficiency, then this country does not pay too high for its army. We leave out of consideration the mutual advantages to England and India of their relationship to one another. If, as we have just seen in the Central Asia dispute with Russia, England is prepared to put forth the whole power of her strength to preserve her dependency from foreign invasion, whatever security there is in this determination must be counted as a clear gain to this country, which cannot be adequately paid for by liquidating the mere military expenses of the additional contingents that may be required in a dire emergency. Whether the British Government is or is not the best Government for India may be left out of the question. Presuming that it is the most benign and the least harsh as well as the most just Government which could be got, the army that preserves the empire of Hindustan is the cheapest of all foreign armies. We do right to insist strongly upon this point and to recount it to be a fact beyond all dispute And in drawing prominent attention to this fact, we desire that it should be well remembered how zealously the Government of India have laboured to reduce the charges of the European army. Indeed retrenchment is the order of the day. Every Gazette contains one or more orders concerning economy in military expenditure. A war of words and a fight upon paper is always going on between the Supreme Civil and subordinate Military authorities, and in matters of detail good and substantial retrenchments have been made. We do not wish however to deal with details; our business is rather with the European army as a whole, and we say that it is a good army for India, and is not an excessively costly army. Apart, therefore, from the details of our Indian army organization in its European branches, which may yet be susceptible of further improvement and still further economy, this country is probably held as cheaply as it can be held. India pays for her garrison contingent but not for her war reserve. The garrison contingent is used for all petty wars and is sufficient for this purpose, but in any war in which a European power might be opposed to us, the reserve (the Home army) would have to be drawn upon.

The European or British Army of India absorbs but a moiety of the fourth of the whole revenue of the country which is allotted for military purposes. The native or local Indian Army absorbs the other moiety. The condition of this local army has been a cause of uneasiness to the Government ever since the mutinies of 1857 disclosed how little dependence could be placed upon it. This native army has been subjected to much reform, but whether this reform has established a faithful allegiance of the army to the State is a matter of doubt. That the State is one and the army one is not a consideration which troubles the native soldier very much; he does not regard himself as a pillar of the State nor trouble himself as to whether he is a unit in the army. If he knows any nationality at all, it is the nationality of the Presidency in which he has elected to serve. And it will be long perhaps before we shall be able to recognize in the sepoy those feelings of loyalty which are characteristic of the British soldier. But when we leave the State, the Army, and the Presidency, and come down to the Regiment, then we find the sepoy able to recognize his position and we see within him a very commendable *esprit de corps*. He possesses a life stake in his regiment, and there he finds his friends and associates, and frequently his relations also. He is ready to go on any service with his Regiment, and would regard it as a misfortune if he could not accompany his *bai bunds*. The creature who knows little or nothing about the State except that it is the *Sirkar*, and who has the haziest notions about his nationality, knows his Regiment well. He will fight for it and with it, and if he is a well selected individual, he will even fight well. But he must be *commanded* and he must be *led*. He must be drilled and made smart. His instincts have prepared him to obey, but he must be commanded by a man who knows how to command. His Commanding Officer must be a part of himself; one who mixes in his joys and pleasures, and who does not turn away from him in his sorrows. There must be no unbridged gulph between the officer and the sepoy.

If the native army is not now all that it is capable of being made, wherein lies the defect? That there is a feeling of distrust of the native army is abundantly apparent, and that feeling is well expressed in a paper recently published by Colonel Sir Henry Green on "The Defence of the North-West Frontier of India," wherein he says:—"The feeling which "existed in former days between the European "officer and the native soldier, and which engendered that *esprit de corps* which made the "native, when well commanded, nearly equal, "and in many cases, except in the very struggle of battle, superior to his European comrade, no longer exists. The European officer "is now transferred from one corps to another. "His great aim is, on the first opportunity "to leave the regiment with which he may "be serving, and to obtain a higher position, with greater emoluments, in another "one. He can, therefore, care little for those "under him, and with such a system he cannot "be expected to do so; while the effect is to "create a feeling of discord throughout the "Army. There are fortunately exceptions to this. "A few frontier corps are commanded and officered by selected men, and are very efficient. "But even for these I understand that a daily increasing difficulty arises in procuring good "officers."

Whatever therefore takes away from the corps its local or regimental character, diminishes its efficiency, and instead of making it a strength to the State makes it a weakness. We cannot afford space even to enumerate all the causes that are in operation to lower the efficiency of the native army and make it at once both a comparatively useless and an expensive force. But we must mention the power of the Commanding Officer. That power has been clean subverted by existing general orders, and with the subsidence of that power, the Commanding Officer no longer *commands*. Like the Captain of a British man-of-war who has power to command, to promote and disrate, to punish and reward, the Commanding Officer of a native regiment stands in absolute necessity of having a greater power entrusted to him. While the native soldier is the being that he now is, the Officer commanding the regiment must be on a level with the Chief of the army, at least in the estimation of the soldier himself; less than this lowers the prestige of the officer and shakes his authority. Government and the head of the army hold in their hands the mighty power of removal of a Commanding Officer for inefficiency; that should be sufficient to enable them to provide men of undoubted soldierly qualifications, and it should not be possible for a regiment to decline in efficiency without the fact being immediately known at head-quarters. There still evidently remains much to reform in the native army of India before the large expenditure that is incurred for its maintenance can be justified. These are the days of reform. The army is distracted with professional and non-professional examinations in abundance, but what is the utility of these strict periodic examinations if they do not supply the State with officers such as are required by the Army? We take leave to discredit these examinations, and we do so not because they do not show the educational qualities of the Officers, but because they do not prove the qualifications of the candidates for regimental commands in the native army. We have no objection to the purely professional examinations, but we say that a good silladar officer and a good regimental regular officer cannot be discerned by examination in pure mathematics or any of the sciences.

NOTES OF THE DAY.

NOBBLING THE PRESS.

MR. KNIGHT pleads guilty to the soft impeachment; he says—"We take the liberty to say, "that the most profitable outlay the State has "ever made in India, in any direction and upon "any object whatever, has been its small annual "outlay by way of subscription to the *Indian* "*Economist*. It is we who have conferred the "favour; not the State that has favoured us."

The effrontery of the beggar is exceedingly well manifested in the latter part of this harangue. Mr. Knight says, "It is my hungry stomach "that has conferred a favour upon your soup, not "that your soup has at all favoured my hungry "stomach." The Government of India will be exceedingly well pleased with its snarling, thankless *protege*; he growls at his master as he knaws the bone that has been thrown to him.

We take the liberty of contesting with Mr. Knight that "the most profitable outlay the "State has ever made in India, in any direction, and upon any object whatever," has been upon the *Indian Economist*. A much more profitable stroke of business was done by the Hon. Mr. Ellis when he invested the public money in the purchase of Mr. Knight himself (purchased him, body and bones), for presentation to His Honor the Lieutenant-Governor of Bengal. Government have now not only secured the *Indian Economist* but Mr. Knight into the bargain. This is a "profitable outlay" indeed, and we wish the Hon Mr. Campbell luck of his bargain.

Rs. 10,000 a year is regarded by Mr. Knight as a "trifling assistance." This is the voice of the millionaire who regards with contempt a sum so insignificant. We wonder if Mr. Knight ever says his prayers? and if he does, whether he remembers his "nobbling

inasmuch as the defendant did not dwell or carry on business or work for gain within its local jurisdiction. It appeared from defendant's evidence that he resided at Bandora, and that he plied his master's boat between Bombay and Calicut; and that he stayed on board the pattimar for a week or ten days during which she discharged cargo, and took fresh goods for the Malabar Coast; and that during the rainy season, when he did no work, he lived with his family in Bombay. Mr. Gopinath for the plaintiff contended that the defendant's evidence was sufficient to warrant the Court to uphold its jurisdiction. There was no other evidence offered contra, and the Court after hearing Mr. Nusserwanjee, directed that the case be struck off for want of jurisdiction.

ARRIVAL OF H. M.'S TROOP SHIP CROCODILE.

HER MAJESTY'S TROOP SHIP CROCODILE, 4,173 tons and 700 horse power, Captain George Henry Parkin, which arrived in harbour on the 9th instant, from Portsmouth 6th, Malta 16th, and Suez 23rd February, via the Suez Canal. She brought 66 officers, 16 ladies, 3 children, 447 men, 66 women, and 79 children. During the voyage there were 2 births. She experienced fine weather in the Arabian Sea. She passed H. M. S. Jumna on the 4th and Serapis 8th March, proceeding homeward. She also passed H. H. S. Malabar on the 12th February off Cape de Gata. In the Red Sea s. s. Glengyle appeared in distress and short of coals. She was bound to London from Singapore. The captain of the Crocodile supplied about 24 tons of coals. On the 13th February, when off the Island of Galata, the Crocodile met with a severe thunderstorm; the electric fluid struck the spindles of the lightning conductors on the main and fore-royal masts injuring them slightly. The Crocodile is expected to leave Bombay on the 25th instant with troops to England vis Beypore, Aden and Suez Canal. The following is a list of the names of the officers:—

Sub.-Lieut P. R. Badesfather, 16th Lancers.
Lieut. and Mrs. J. Steuart, 18th Hussars.
Lieut.-Col. J. Sinclair, Royal Artillery.
Major Thornton, Royal Artillery.
Major and Mrs. D. McFarlan, Royal Artillery.
Major Wilson, Royal Artillery.
Capt. B. Jaldwyn, Royal Artillery.
Surg. and Mrs. A. MacLean, Royal Artillery.
Lieut. H. H. Bunbury, Royal Artillery.
Lieut. G. R. Moore, Royal Artillery.
Lieut. F. A. Bowles, Royal Artillery.
Lieut. E. M. Baker, Royal Artillery.
Lieut. W. F. Graham, Royal Artillery.
Lieut. R. A. C. King, Royal Artillery.
Lieut. S. K. McKenzie, Royal Artillery.
Lieut. H. M. Bart, Royal Horse Artillery.
Lieut. and Mrs. A. H. H. Sharland, Royal Artillery.
Lieut. Gordon, Royal Artillery.
Assistant Surgeon and Mrs. W. H. Duggan, Royal Artillery.
Assistant Surgeon J. R. Murray, Royal Artillery.
Assistant Surgeon and Mrs. Kinaham, Staff.
Assistant Surgeon White, Staff.
Assistant Surgeon W. J. Blake, Staff.
Assistant Surgeon Hunter, Staff.
Assistant Surgeon and Mrs. W. Curran, Staff.
Assistant Surgeon Wilkes, Staff.
Assistant Surgeon G. A. Davidge, Staff.
Assistant Surgeon and Mrs. R. A. McPherson, Staff.
Veterinary Surgeon Ferris, Royal Horse Artillery.
Lieutenant C. B. Wilkinson, Royal Engineers.
Lieutenant H. Clarge, Royal Engineers.
Lieut. F. B. G. H. Aguilar, Royal Engineers.
Lieut. L. Langley, Royal Engineers.
Lieut. A. Hildebrand, Royal Engineers.
Captain Dashwood, 1-5th Foot.
Lieut. S. P. Astley, 1-11th Foot.
Sub-Lieut. E. S. Allen, 36th Foot.
Sub-Lieut. R. C. S. McCausland, 39th Foot.
Sub-Lieut. H. K. Cadaye, 40th Foot.
Lieut. J. H. Sadler, 40th Foot.
Captain C. Jorkington, 41st Foot.
Lieut. and Adjutant and Mrs. A. J. Roberts, 44th Foot.
Lieut. and Mrs. G. A. Lewes, 48th Foot.
Sub-Lieut. Sprague, 51st Foot.
Sub-Lieut. Tipping, 51st Foot.
Lieut. T. Prickett, 56th Foot.
Lieut. R. H. Studdy, 63rd Foot.
Lieut. T. D. O'Brien, 63rd Foot.
Lieut. S. D. Crookenden, 65th Foot.
Sub-Lieut. L. T. Torrie, 67th Foot.
Sub-Lieut. L. D. Passy, 67th Foot.
Captain and Mrs. R. A. Crawford, 68th Foot.
Captain A. Turner, 72nd Foot.
Captain E. R. Bartlett, 76th Foot.
Lieut. and Adjt. and Mrs. G. Cookson, 76th Foot.
Sub-Lieut. R. C. Pott, 76th Foot.
Sub-Lieut. G. R. King, 76th Foot.
Captain G. G. Braysley, 83rd Foot.
Lieut. T. F. Gibbs, 83rd Foot.
Sub-Lieut. W. H. Cunningham, 92nd Foot.
Lieut. T. C. Cautley, 97th Foot.
Captain and Mrs. F. L. Good, 107th Foot.
Lieut. E. Wardrooper, 107th Foot.
Sub-Lieut. W. E. Ravenscroft, 108th Foot.
Sub-Lieut. A. B. Hilegame, 109th Foot.
Lieut. Fox, Royal Artillery, (from Malta).
Captain Browne, Royal Horse Artillery, (from Suez)

SHIPPING ITEMS.

THE S.S. SIR J. R. CARNAC, 95 tons, Captain E. C. Raffin, sailed yesterday for Coast and Carwar, with a general cargo and ten deck passengers.

THE S.S. RUSTOM, 51 tons, Captain W. Pead, arrived in harbour yesterday from Coast and Goa with a general cargo and fifty deck passengers from different ports.

THE BARQUE MOULDSLIE, 618 tons, Captain J. Rhind, arrived in harbour on the 10th instant from Liverpool (September 20th), with a cargo of 900 tons coal. The vessel is consigned to Mr. Merwanjee Nusserwanjee.

THE S.S. M. S. ELPHINSTONE, 86 tons, Captain McNeil, arrived in harbour yesterday from Coast and Carwar with a cargo of 120 bales cotton, 39 boxes ghee, 1 bale piece-goods, 1 bag sample. She brought the following passengers:—Mrs. Henry Vears, two Misses Vears, and eighty-four deck passengers.

THE P. AND O. CO.'S S.S. GEELONG, 1,216 tons, Captain G. J. Babot, sailed yesterday for China, &c., with the following passengers:—For Galle—Mr. M. Lorne. For Yokohama—Mr. J. Cook. She took the following cargo:—1,769½ chests opium, 496 bales cotton, 6¼ cwts. ivory, 290 cwts. sandalwood, and sundries.

HIGH COURT DECREES.

YESTERDAY at the High Court, the following short causes were heard before Mr. Justice Green:—

MANECKJEE PURDOONJEE V. PANDURANG BHAWOO.

Mr. Budroodin, instructed by Mr. Cumroodin Tyabjee, appeared for the plaintiff. The action was brought to recover Rs. 1,601 due upon a bond. The defendant, who appeared in person, admitted the debt. His Lordship gave a decree for plaintiff for Rs. 1,601, with interest and costs.

DEWJEE VEERJEE V. POONJA WALLJEE.

Mr. B. M. Waglé, instructed by Messrs. Shapurjee and Thakurdas, on behalf of the plaintiff, asked for a postponement until the 1st April next, on the ground that the summons had not been served, with leave to amend the summons. The application was granted.

SOONDRABAKE, WIDOW, V. CHATTOORBHOOJ DEWJEE.

Mr. B. M. Waglé, instructed by Messrs. Shapurjee and Thakurdas, on behalf of the plaintiff, asked for a postponement for a fortnight, as the award in the case, which was in the Gujeratee language, had not yet been translated. The application was granted.

FRAMJEE RUSTOMJEE V. PESTONJEE DINSHAW.

Mr. Pherozshaw M. Mehta, instructed by Mr. Ghandibhoy, for the plaintiff, applied that the case be postponed for a fortnight. His Lordship granted a postponement as applied for.

LIMJEE EDULJEE V. TEKCHUND LUKHA AND OTHERS.

Mr. Pherozsha M. Mehta, instructed by Mr. Ardasir Framjee, appeared for the plaintiff. The action was brought to recover Rs. 1,489 upon an account for monies lent and advanced. There was no defence; and the Court gave a decree for plaintiff for Rs. 1,489, with interest and costs.

KHULUKDINA KULFANBHOY V. MAHADOWRAO DINANATH.

Mr. Mayhew, instructed by Messrs. Manisty and Fletcher, appeared for the plaintiff; and Mr. Farran, instructed by Mr. Ghandibhoy, for the defendant. After some discussion, the suit was ordered to be put on the board of 7th April next as a long cause.

RELIGIOUS SERVICES.

WEDNESDAY, 12TH MARCH, 1873.

ST. PAUL'S CHURCH, KAMATEEPOORA.

8 P.M.—Sermon by the Bishop of Bombay. Hymns, 82, 163 and 177.

THE FAMOUS MURDER BY SORCERY CASE AGAIN.

IN consequence of the petitions presented to the Hon'ble the Chief Justice and the other Judges of the High Court by Pestonjee Dinshaw and Succaram Raghoba to review the conviction and sentence pronounced in their case at the last Sessions, five Judges sat in the High Court yesterday to hear the arguments of the counsel of the prisoners on the points referred to in the following certificate which was granted by the Advocate-General:—

And whereas it has been represented to me that the said Justice (Mr. Justice Bayley) did, amongst other things, direct the said jury with regard to the said charges that the evidence of a simple intention to kill, without reference to the means to be employed to cause death, was sufficient in law to warrant the conviction of the said Pestonjee Dinshaw and Succaram Raghoba upon the said charges:—and whereas it may be doubtful whether the said direction of the said Justice to the said jury was warranted in law, and whether the said conviction and sentences were, or either of them was, valid and legal. Now I, Andrew Richard Scoble, Her Majesty's Advocate-General at Bombay, do under and by virtue of the powers to me entrusted by the Letters Patent for the High Court of Judicature for the Presidency of Bombay, bearing date the 28th day of December 1865, hereby certify that, in my judgment, the said point of law so alleged to have been decided by the said Mr. Justice Bayley—namely, that evidence of a simple intention to kill without reference to the means to be employed to cause death, is sufficient in law to warrant a conviction for abetment of murder—and whether the said conviction and sentences, or either of them, were or was not illegal and ought not to be set aside and reversed, should be further considered by the High Court.

Since it became known that something like a retrial of Pestonjee and his *confrere* was to come off, the event has been looked forward to with great interest, if not anxiety, by the Parsee community, and yesterday when the Court was opened every inch of space available for the public was very soon occupied. When Messrs. Justice Gibbs and Melvill came into Court, the expectant public were somewhat disappointed to learn that their Lordships' business was, in consequence of the non-arrival of the prisoners, only to deliver judgment in two civil suits. After half-an-hour's further waiting, the public were rewarded by the appearance on the Bench of the Chief Justice (Sir Michael Westropp), Sir Charles Sargent, the Hon. Mr. Justice Bayley, the Hon. Mr. Justice Gibbs, and the Hon. Mr. Justice Melvill. The prisoners were then ordered to be brought in, and under the fire of every eye in the Court Pestonjee and Succaram were placed in the dock. Pestonjee's appearance was markedly changed from what it was a fortnight ago. For one thing, the ordinary dress of a Parsee gentleman had given way to the white skull-cap and loose white dress of the convict. His manner was also less confident, and during the trial he appeared to take an intense interest in the proceedings, his gold spectacles being constantly directed to Mr. Anstey, who talked with vigour for upwards of five hours. Succaram wore a white cap and coat with the initials "H. C." (for House of Correction) appearing on these articles very conspicuously. His manner was unconcerned compared with the interest shown by his comrade in the dock, but this was doubtless owing to his being unable to follow the proceedings in English.

After a brief conversation with regard to whether Mr. Anstey or the Advocate-General should first address the Court, His Lordship the Chief Justice intimated that the practice pursued in the Queen v. Cassidy would be followed in the present instance.

The Hon. Mr. Scoble then read the charges upon which the prisoners were tried at the Criminal Sessions and proceeded—Upon these charges a general verdict of guilty was brought in, and the learned judge who presided (Mr. Justice Bayley) sentenced each of the prisoners to seven years' rigorous imprisonment. An application was made to me as Advocate-General, under the Letters Patent, clause 26, which provides that on its being certified to the Advocate-General that an error in the decision of a point or points of law has been committed in a Court of original criminal jurisdiction, the case shall be further considered by the said High Court, which shall have full power and authority to review the case or such part of it as may be necessary, and finally determine such point or points of law, and pass such judgment and sentence as to the said High Court shall seem right. The matter was brought before me by the solicitors for the prisoners, and it was certified by learned counsel who appeared for the prisoners at the trial that His Lordship, Mr. Justice Bayley, had, in his summing up to the jury, directed the jury that simple evidence to kill without reference to means was sufficient to warrant a conviction. I ascertained that the point thus certified might be more precisely and definitely stated as it appears in the certificate—viz., that evidence of simple intention to kill without reference to the means to be employed to cause death was sufficient in law to warrant conviction for an abetment to murder. While granting this certificate, I think it right to state that I reserve to myself the liberty, if necessary, of contending before this Court that as a matter of fact the learned judge did not so advise the jury.

Mr. Anstey—My Lord,—I must object to the course which the Advocate-General is pursuing. Section 26 of the Letters Patent is the only section which authorises him to make any reservation or give any certificate or direction at all. My objection is this, that he cannot refer to what he reserves at the time that he granted his certificate without producing a document containing the reservation, and as that document forms part of the entire correspondence, I demand that the whole or no part of that correspondence be read, because it may appear, and it does appear, from the correspondence that other points of objection to the proceedings of the Court below were withholden because the Advocate-General declined to incorporate them in his certificate on the ground that he disputed the verity thereof. To allow the Advocate-General to dispute the one point that he has certified to be an arguable point before your Lordships, and not to allow us the benefit of all the other points which are rejected by the Advocate-General chiefly because he objects to their truth, would be an injustice to the prisoners.

The Advocate-General—The position of the Advocate-General in matters of this sort is sufficiently delicate under the law as it stands, but it will be rendered much more so, and it will be made impossible to do justice by all parties, if he is not to be allowed to reserve to himself the liberty which I reserve to myself in this case of relying upon a judge's notes of his summing up, which notes, I apprehend, are conclusive evidence of what was said and done in this case. When I communicated with the learned gentleman's clients, and told them that I intended to make this reservation, and if they had taken objection then to the right of the Advocate-General to grant a certificate with that reservation, I, in fulfilment of my duty as public officer, would have considered whether I should grant the certificate at all. I apprehend that justice should be done to the public officer who represents the Crown as well as to the prisoners at the bar, and if it was intended to take this objection to my reservation, it should have been taken before the certificate was granted.

After a short consultation among their Lordships on the Bench,

The Chief Justice intimated that he considered the Advocate-General had, by the language of his certificate, sufficiently protected himself. The wording of the certificate was "whereas it has been represented to me," &c., and "the said point of law so alleged," &c., so that the Advocate-General could not be considered to be tied in any way by the certificate.

The Advocate-General—As your Lordship pleases. My object in drawing out the certificate in this way was that it might not appear upon the record that I represented the judge to have directed the jury in the particular way alleged. I consider that there being a conflict of opinion upon the part of those who represent the Crown and the prisoners respectively in this case with respect to the direction given to the jury by the learned judge, the method to arrive at a conclusion is by reference to the notes of the judge himself. Notes of counsel, it has been held, cannot be looked at by the Court in a matter of this description, and that, too, for obvious reasons of convenience. In the case of Gibbs and Dick, which is reported in the 19th M. and W., Lord Abinger, deciding upon the contention of Mr. Platt, who argued that certain objectionable evidence had been tendered to the jury, said he could not agree upon the principle of taking statements of counsel upon the point argued upon. "What record," he asked, "could be properly appealed to except judge's notes?" It is always in the power of counsel to tender a bill of exceptions, or to make requests to the judge in the course of the trial. "If you depart from the judge's notes as to the record of what took place at the trial, what a wide field of discussion would be opened! You would have to take what the counsel on one side had to say; his representations would in all probability be opposed by the opposite side, and the Court would be plunged in a sea of difficulties." This, my Lord, was in a civil case, and I apprehend that the same principle is equally applicable to a criminal trial. No bill of exceptions *eo nomine* can be tendered here. I have referred to the learned Judge who tried the case as to the direction he gave to the jury in this case, but it is obviously unnecessary to discuss the rightness or wrongness of a direction which in point of fact the learned judge may not have given.

The Chief Justice—The learned judge, brother Bayley, has communicated to us that he gave no such direction as is alleged, but that what he told the jury was that the charges were substantially the same with the exception that one applied to Nicholas DeGa and the other to Rose Mary DeGa; and that what they had to consider was whether or not the prisoners or either of them instigated Kakeshah to murder Nicholas DeGa or Rose Mary DeGa.

The Advocate-General—Then I apprehend, that being so, *audit quæstio*, there is nothing to argue upon before the Court, and all I have to do is to ask the Court, under the terms of the 26th section, in what way you will pass such judgment as to your Lordships may seem right.

Mr. Anstey—My Lord, I appear with my learned friend Mr. Inverarity for the first appellant Pestonjee Dinshaw. Notwithstanding the observations which have fallen already from the Court, I must, in justice to the case which I have in hand, submit to the Court first of all that it is bound to inform itself where the Judge's notes are silent; and secondly, that so informing itself, it will come to the opinion that the question of instigation to murder was left to the jury purely and simply without specification of means, although the attention of the Court was deliberately called to the point by the counsel for the prisoners, and to the cases which had been decided bearing upon this case. If you are satisfied on these points, your Lordships will have no alternative but to quash the conviction and sentence. What parity is there between the practice in *nisi prius* and the practice in a crown case? Why the very language of Lord Abinger points out the distinction. He says that you cannot go against the Judge's notes or beyond the Judge's note for various reasons; for one thing, counsel had always an opportunity of taking objections when the matter was before the Court, and if the Judge had refused to change that direction, the counsel might have called upon him to receive a bill of exceptions. It is perfectly well known in England that a bill of exceptions in criminal cases never did lie, and does not lie at the present day notwithstanding the amendments of the law. In point of fact, what was shown in that case by Lord Abinger as the true course to be taken was taken in the present case, so far as the inherent difficulties of the practice under the letters patent permitted. A bill of exceptions was not tendered because it could not have been received, but the Judge was asked by myself before the matter went to the jury at all to reserve a certain point. He declined even to hear it argued. The Judge was subsequently asked by my learned junior, Mr. Inverarity, at the end of the summing up, and by Mr. Marriott, as I am informed, for the other prisoner, to tell the jury that they must find not only the fact of the murder being planned, but also by what means the murder was to be planned, and the learned Judge refused to do so. If the Judge was asked to alter or qualify his direction and refused, everything that could have been done according to Lord Abinger was done in this case, except what it was impossible to do, namely, as I have said, tendering a bill of exceptions. Then as to the case from 3rd Neville and Manning, with the greatest submission to your Lordships I humbly conceive that it would not be just to debar the prisoners of the very small measure of protection which is left them in the present state of this Court, where as soon as this Court was created by the Letters Patent, practice in error was abolished and appeals in arrest of judgment rendered impossible except before the Judge himself. Are there to be no remedies to the prisoner whose conviction, although depending upon the will, or even as I have heard it argued here in Bombay—for it is argued here in Bombay—the caprice of the judge—

The Chief Justice—No matter, Mr. Anstey, what is argued of the judges in Bombay. I hope you will be good enough not to employ terms offensive to any judge sitting upon this Bench.

Mr. Anstey—If you had heard me to the end of my sentence, you would have seen that I had no intention whatever of being offensive. I was about to refer to an argument which like this depended upon either the will or even the caprice of the Judge or Advocate-General as to whether there could be a trial, and I must ask that your Lordship, in consideration for myself and the other gentlemen of the Bar, will do me the justice to wait till I have finished my sentence before your Lordship comes to a conclusion upon it. I have a right to be heard.

The Chief Justice—And you shall be heard.

Mr. Anstey—That is all I ask from your Lordship.

The Chief Justice—That is, you shall be heard so far as law will admit.

Mr. Anstey—No doubt, your Lordship; but that is all I demand.

The Chief Justice—You say in reference to the 26th section that the right of appeal is abolished.

Mr. Anstey—I say that appeal is abolished, and writ of error is taken away and all that is left to us now is the chance that a single man, the Judge or Advocate-General, may think that a sentence may or ought to be re-considered. That is all that is left to a prisoner in this Court,—his only hope of obtaining redress from what he may consider, and what his advisers may consider, to be a wrong conviction or improper sentence. That there can be no appeal constitutes the strongest title of the prisoners at the bar to be heard when they do submit their cases before your Lordships; consequently I think I may expect that the most favourable interpretation will be put upon the words which the counsel of the prisoners may have to use while addressing this Court. I submit to this honourable court that, considering how much has been taken away of the common law right of a prisoner after his conviction to have the power to get his conviction reconsidered—I say it is too much to bind the prisoner down by cases decided in England like those which were referred to by the Advocate-General when the judge had refused to reserve a point. I am not putting a case to the Advocate-General like the present one where he personally conducted the prosecution alone, in which he might say to himself that he had a divided duty to perform; that he had to consider whether this man ought to be debarred of all right of having his case reviewed; and that, on the other hand, he must take care not to act against his own view of what did take place. Upon what grounds would the Advocate-General have to go in considering the application? Unfortunately the newspapers here did not report the judge's summing up, and unless therefore the counsel's notes and the notes of bystanders—to use the language of Sir William Taunton—or even the reports of newspapers are to be referred to, upon what materials before him would the Advocate-General in the case I have been supposing be able to proceed? If he signs the certificate and says merely that he does so upon an allegation, that is a very unsatisfactory state of things, and if he grants the certificate upon only one point, surely if the allegation of counsel is considered respectable enough testimony as to the suitability of one ground of appeal, he has no right whatever to refuse to accept the same respectable testimony as to the other grounds of appeal or review. I say that he cannot pick and choose; he cannot say, I will depend upon the allegation of counsel for this fact but not for that other fact, and therefore I will only grant my certificate for this fact. He cannot do this, I submit. He must take these points of law which are valid. Again there must be that extraneous evidence to which the judges at Westminster Hall were not averse.

The Hon. Sir Charles Sargent—I understood you to say simply that you asked the judge to draw a certain distinction and he refused to do so. But that is not the point raised by the certificate at all.

Mr. Anstey—To do so in the presence or hearing of the jury is sufficient.

The Chief Justice—But that is not in the certificate. Do I understand you to say that you called the learned judge's attention to a point and then Mr. Inverarity did so?

Mr. Anstey—Yes, my Lord I was just going to say so, and I think that the matter affords a strong illustration of the weakness and danger of the proposition that you cannot look beyond the judge's notes. It so happens that the learned judge, holding, I have no doubt, my law very cheap and my experience still cheaper, refused to reserve the point which your Lordships referred to.

The Hon. Mr. Justice Bayley—You are not stating exactly what passed. At the close of the prosecution you asked me if I thought there was a case to go to the jury, and I replied there was.

Mr. Anstey—With great submission to your Lordship, your Lordship is mistaken as to what did take place, and if you remember what followed you will see that it is impossible that that simply could have happened. What I said was this: I produced two cases, one decided by the High Court, Calcutta; the other by Sir Richard Couch and the then Mr. Justice Westropp here in Bombay, and when I had laid them before me, and before I had finished my first sentence I was interrupted—a thing which, I am sorry to say, not unfrequently happens now-a-days to the great annoyance and prejudice of counsel. I then asked Mr. Justice Bayley if he would hear my argument on the point. But he took up a deposition and held it up before him ostensibly to show how much he undervalued me and my law. Then I said, "I must go to the jury, who are judges both of the law and the fact, and I must submit the point to them." His Lordship making no answer, I then proceeded to address the jury. I gave his Lordship the fullest opportunity of going back upon his previous refusal to hear me, and without going into the facts at once I told the jury of these two cases, saying that these points were not reserved and that therefore I must ask them to form an opinion upon them. At the end of my speech I had to leave the Court as I was suffering from extreme illness. My learned junior, Mr. Inverarity, spoke with me when I was leaving the Court. I said that he must press the points again, so as to give his Lordship another opportunity of reserving the points. I am informed that Mr. Inverarity did so. I am also told that my learned friend Mr. Marriott took an objection in the same form. I am further told by Mr. Inverarity that Mr. Justice Bayley said in his summing up that he would not reserve any point. What did that mean, but that in point of law there was no doubt about the guilt of this man any more than there was in point of fact, although there is not a single trace of this? Am I—or rather unfortunate men like the prisoners—to be precluded from justice because a mistake is not borne on the face of the judge's notes?—this in a criminal case?—this in a country where the only chance the prisoner has to obtain a review of his case must be founded upon the will of one of two personages, the judge at the trial, or, failing him, the Advocate-General who represents the Crown? If this is to be so, I can only say, with great submission to the Court, that the sooner we have section 26 of the Letters Patent struck out the better, because then we shall be referred to the general provisions of section 31, which says that where there is no provision made to the contrary the practice of the old Supreme Court shall prevail, and then we might know that we could obtain a re-consideration or arrest of judgment.

The Hon. Sir Charles Sargent—I do not understand that you actually asked the judge to reserve any point?

Mr. Anstey—Yes, my Lord, I did. I had got as far as this in my speech—"I am going to ask your Lordship whether or not you think the evidence sufficient to prove an offence under the Letters Patent?" when he stopped me. I asked, "Will you allow the point to be argued?" He said, "No." I said, "Will your Lordship reserve the point?" He said, "No." Then I said, "I must go to the jury, who are judges both of the law and the fact." His Lordship, looking at his papers, made no answer, and I again told the jury that his Lordship had refused to allow the point.

The Chief Justice—What point?

The Hon. Mr. Justice Bayley—The only point which I was asked to reserve was one brought up by Mr. Inverarity, and that was whether an abetment to murder by means of sorcery constituted an offence or not.

Mr. Anstey—My Lord, I alluded to both cases at length.

The Hon. Mr. Bayley—I do not think so.

Mr. Anstey—Because you refused to hear me.

The Hon. Mr. Justice Bayley—You simply asked me if there was a case to go to the jury. My recollection is sufficient upon that point.

Mr. Anstey—If I had simply done that I should have been very deficient in my duty.

The Hon. Mr. Justice Bayley—Probably your recollection is at fault.

Mr. Anstey—I say again that I was not allowed to finish the question I was about to put it to your Lordship. I had got the book in my hand, and was about to cite the decision both in this Court and in Calcutta, as to the meaning of the Penal Code, and as to the sufficiency of evidence to convict for the abetment of murder where the evidence showed simply an intention to kill without showing that the means provided were adequate to the intention and that being so, whether the case was one which ought to go to the jury. In the Queen against Cassidy, Crown cases, No. 17, the prisoner there had a very strong case against him, and there is no doubt whatever that if the instrument intended to be used had not been minus one, and that a very small one, of its adjuncts, the offence would have been committed according to the doctrine of your Lordship. I refer to the rifle cap. Here, was first of all the intention and then the loaded rifle to produce death. When the rifle missed fire, Cassidy expressed his regret that he had not fixed the cap rightly. For all this Sir Richard Couch and Mr. Justice Westropp held that inasmuch as the offence of murder is defined —

The Chief Justice—But that was a case of attempt to murder, not abetment of murder.

Mr. Anstey—Surely, my Lord, it comes to the same thing.

The Chief Justice—The conviction was under section 511.

Mr. Anstey—But that was another point altogether, which section 511 refers to. Section 307 says, "Whoever does any act with such intention or knowledge and under such circumstances that if he by that act caused death he would be guilty of murder, shall be punished;" and there are a number of illustrations to this section. Now section 511 empowered conviction of a person not for attempting, but for doing any act towards the commission of the offence and there being no express provision made by the Code for the punishment, under that section Cassidy was found guilty. The Chief Justice says that the act must be capable of producing death in the ordinary course of things. Now my contention is, that if the prisoners at the bar contemplated the destruction of the parties by sorcery, then in point of fact this could not have caused death, and therefore does not come within the scope of the Penal Code.

Here the Chief Justice conferred with each other for some time, after which

The Chief Justice asked Mr. Inverarity at what stage of the case he had made his application to have a point reserved.

Mr. Inverarity—Immediately after my learned friend Mr. Anstey's address. Mr. Anstey having spoken to the jury left the Court, which, if I mistake not, then rose for a few minutes. On the Court re-assembling, and before Mr. Marriott addressed the jury, I, as far as my recollection goes, asked Mr. Justice Bayley to reserve the point whether an abetment to murder by means of sorcery was an offence or not.

The Chief Justice—Brother Bayley concurs with you, Mr. Inverarity, in what you have said. I suppose this took place in presence of the jury?

Mr. Inverarity—Yes, my Lord. I remember that some of the jurymen had left the room, and I waited until they came back before I made my application.

The Chief Justice—Before you proceed, Mr. Anstey, I would make a remark or two. I find that the learned judge says that he did not tell the jury that evidence of intention to kill without reference to the means to be employed was sufficient to secure a conviction. The learned judge agrees with what Mr. Inverarity has stated, that Mr. Inverarity did make request to the learned judge to reserve the point as to whether instigation to murder by sorcery constituted any offence at law or not. That occurring in the presence of the jury no doubt might have led the jury, at least one or two of them, to the supposition that evidence of an instigation to murder by means of sorcery constituted an offence at law. Then of course there are other questions behind this as to how far sorcery occurs in the case at all. What we were looking at was how far this point which Mr. Inverarity asked to have reserved, and which the learned judge declined to reserve, can be considered to come within the scope of the certificate drawn up by the learned Advocate-General.

Mr. Anstey—I made my statements on Mr. Inverarity's authority. Mr. Inverarity has a note on the subject, and I have his authority for saying that the jury were distinctly told that it was a matter of no consequence whether they did not find that any other means than sorcery or illum was used. My learned friend Mr. Inverarity will tell the Court what he did say.

Mr. Inverarity—I shall read the notes which I took to your Lordship. "I do not see that there is any point of law at all." Mr. Bayley says it is impossible to know what Pestonjee thought of sorcery, if he did think about it at all. It appears to me to be unnecessary to know whether he believed in sorcery or not."

The Chief Justice pointed out to the Advocate-General that a discrepancy had arisen between the allegation on which the certificate had been granted, and what the learned judge had stated to have occurred. He suggested that the certificate should be amended.

The Advocate-General said that he was perfectly willing to have the prisoner's petition altered in any way which their Lordships might consider to be necessary. He suggested that Mr. Anstey should make the alterations that he deemed necessary in the certificate.

The Court now adjourned for a short time, and on its re-assembling,

The Advocate-General announced that the following alterations on the certificate had been agreed upon:—

That the learned judge did in the presence and hearing of the jury refuse to reserve the point of law following, that is to say, whether instigation to murder by means of sorcery is an offence or not, and did not instruct the jury in his summing up that instigation to murder by means of sorcery was not an offence, but on the contrary did tell the jury is their presence and hearing that there was no point of law in the case.

The Hon. Justice Bayley—That is incorrect. I said that there was no point of law to be reserved.

The last words of certificate were then made to run, "point of law reserved for the full Court in the case."

Mr. Anstey then proceeded to argue before the Court on the amended certificate. He contended that death could not have been caused by sorcery alone, and in support of his position cited the decision in the appeal case from Midnapore of 26th July 1864, reported in the Calcutta Weekly Reporter, Criminal Review. He said that it was impossible for this Court to believe, at the end of the nineteenth century, that witchcraft was an offence known to the law, and he considered that there was no getting out of this difficulty. He contended that illum simply meant "black art," and cited portions of the evidence to prove that the whole circumstances of Pestonjee Dinshaw's interview with Kakeshaw, the fakir, pointed out that "black art" was supposed to be the only means to procure death that the parties were trafficking in. The learned gentleman also contended that Mr. Justice Bayley, in reading his notes to the jury, made an important mistake in saying that one of the witnesses named Ahmedally Chotyally had deposed that Pestonjee Dinshaw had forbidden the use of jaddoo instead of zehr (poison). He contended that the whole context of the witnesses's evidence pointed to a mistake in his Lordship's notes, and he read copious extracts from the evidence of Mr. Vincent, Mr. Mills, and Khan Bahadoor Abdool Ally to show that they all concurred in stating the main fact that Pestonjee had said that the murder was not to be perpetrated by zehr.

The Chief Justice asked the Advocate-General whether he thought the jury, in coming to their verdict, supposed that murder by sorcery alone had been intended.

The Advocate-General said that he did not think any jury of average sense or intelligence could suppose that murder could be brought about by sheer sorcery; and as regarded this particular jury he certainly did not think that any of the jurors did entertain such an opinion.

The Chief Justice then asked Mr. Anstey if he were prepared to state what course the Court should take, supposing they agreed with the allegations contained in the certificate.

Mr. Anstey said this was placing upon his very weak shoulders a very heavy burden, but as at present advised he was content to stand by the opinion that if the conviction were proved to be a wrong one, the sentence must be quashed.

After some discussion the further hearing of the argument was postponed till Saturday, when his Lordship hoped the prisoners would be brought up a little more punctually.

The Court then rose.

BOMBAY RACES.

LAST DAY, TUESDAY, 11TH MARCH.

STEWARDS.—Major Oliver Probyn, Major M. W. Willoughby, Colonel T. M. Harris, Major C. E. Stack and T. M. Filgate, Esq., Honorary Secretary.

The exhibition of this afternoon was a fit winding up of about the most wretched season, we believe, the "oldest inhabitant" of Bombay has witnessed. The *carte* must have deterred many from coming—and those who did looked as serious as if they were assisting at the funeral of the Bombay Turf. Looking back over the past week, we are inclined to sad forebodings. We can now feel what a sad loss we have suffered, in the retirement of those truly sporting gentlemen, Mr. Mansfield and Major Crosbie, from the Turf. We missed the former last season on his steed, but he was still there in person, but now the places of both are vacant. Shall we ever see their like again,—that of Mr. Elliott, Dr. Campbell of Mysore—so well known as "The Stranger,"—Mr. Hadow—"The Stables"—General Stalker, Major Blood, Colonel Scobie, and Mr. St. John? We are afraid not. The only two left of their time are His Highness Aga Khan and Mr. Ali Abdoola; and though they are a host in themselves they cannot create fields. We ask ourselves what can be the reason, and the answer that many feel is that the public do not sufficiently support the Turf to encourage gentlemen to keep horses simply for racing. It is a luxury allowed only to men of colossal fortunes; and the miserable stakes added here will not induce men of simply competent means to engage in the Turf. If the public like to see good sport they must make it worth the while of others to give it them. We have said: and now let us return to our mutton. Though a couple of our racing gentlemen, Messrs. Ali Abdoola and Abdool Raymon, generously came forward with a purse each, they were unsuccessful in making races for them, so there were no races. The afternoon's contests consisted of a duo and trio, the former falling easily to King's Own, and the latter to Satanella.

Through the kindness of our energetic Commissioner of Police, Mr. Souter, the dullness of the evening was enlivened by a Hurry-skurry got up by him with his sowars, a purse of Rs. 20 and Rs. 10 being given to the first and second riders. A little amusement was also created by the impressment of some stray horsemen, one on a pony minus saddle and a rope bridle; another a near relative of a donkey and such like, into a scratch race.

1ST RACE.—"The Hurdle Race."—Rs. 200 from the fund. For all horses. Arabs 10st. Colonials 12st. Maidens allowed 7lbs. Winner of any Hurdle Race or Steeple-chase before the day 7lbs. extra. R. C. and a distance. Over six hurdles.

	st. lbs.		
Mr. Mill's	c w g King's Own	11 7	Hastings... 1
Mr. Ali Abdoola's	b aus g Kinglake	11 7	Kenny 2

At the first hurdle King's Own refused, Kinglake being forced over by his rider. The former on the second attempt was got over and found that the second hurdle had been rendered clear for him by the latter, who had knocked it over. They then both took all the others well till at the last hurdle, where Kinglake, who was done up, could not rise to it and blundered over the other side, falling with his rider under him, where he was obliged to be lifted off. We are happy to add no injury was done.

2ND RACE.—"The Grand Stand Stakes."—Rs. 300, a purse presented by Cummoo Sulliman, Esq. ½ mile. For all second class horses that have started during the meeting.

	st. lbs.		
Mr. Mill's	baus m Satanella	9 8	Hastings... 1
Mr. John's	b aus g Melbourne	7 7	Hackney ... 2
Mr. Elliott's	b aus g St. George	7 4	Owner 3

Satanella, who was placed as the winner, fulfilled expectations. She took the lead from the start and kept it to the finish, winning with something in hand, Melbourne a good second, while St. George was close up.

SPORTING.

NOTICE.

THE GREAT NORTHERN INDIA DERBY SWEEP,—1873.

COMMITTEE OF MANAGEMENT.
MAJOR G. DALRYMPLE HAY, B.S.C.
C. E. HERBERT, Esq.
B. E. DOMVILE, Esq., R.H.A.

Tickets Rs. 10 (ten) each, cash.

Five per cent. will be deducted (for the benefit of the Murree Racket Court Building Fund, and the "Peshawur Vale" Hunt and Race Funds).

Rs. 500 (five hundred) will be divided amongst those who draw "starters."

After deducting all expenses the residue will be divided:—

The winner to take two-thirds.
The second horse to take one-quarter.
The third horse to take one-twelfth.

To close on Wednesday, the 21st May, and drawing to take place the same day at the Murree Club.

Applications and remittances to be made to

THE SECRETARY,
Murree Club, Murree.

INDIAN ITEMS.

WE understand that the Maharajah of Vizianagram has promised liberal aid to Miss Akroyd's proposed school for native women,—*Indian Mirror.*

MR. HENDERSON, Assistant Commissioner, Umballa, who is a capital shot, has been successful in bagging a tiger, at a place called Morvee, in the Umballa district. The beast, it is reported, mauled one of the beaters, who has since died.

WE observe it has been ru

CHARGES AGAINST BRITISH SHIPOWNERS.*

(Times.)

Mr. Plimsoll, junior member for Derby, is well known for the zeal and energy with which he has endeavoured in successive years to carry through Parliament a bill for the Better Regulation of Merchant Shipping. He on Monday obtained leave once more to bring it into the House. The measure he proposes is chiefly intended to provide for the establishment of such a Government system of survey and inspection as shall effectually prevent vessels from leaving port in an unseaworthy condition, either through bad repair of the hull or through overloading with cargo. Mr. Plimsoll, however, has not as yet been able to carry his point, though a Government Act, introduced and passed after the withdrawal of his bill, deals in a partial manner with the evils he desires to remove altogether by a more sweeping enactment. This Session he will again return to the subject, and he has already announced his intention of moving for a Royal Commission on the 4th of March. In order to enlist sympathy and to justify his cause, he has meanwhile published the volume the title of which is printed below. It contains a formidable mass of facts, a full statement of argument, and a most earnest appeal to the public. It is illustrated by numerous documents, diagrams, and photographs, and the purpose and purport of the whole is so serious that we feel it our duty to call immediate attention to it.

Mr. Plimsoll makes charges little short of capital against a section of British shipowners. He makes them in no general terms, but in a series of clear and specific statements, giving all but the names of the culprits. He asserts that "there are gentlemen of high character in Cardiff, Newcastle, Greenock, Port Glasgow, London, Sunderland, Hull, Liverpool, and other places, who are longing for the opportunity of telling a Royal Commission what they know, but whose lips are now sealed by the terrible Law of Libel," and he declares that the report of such a Commission would "disclose a state of things wholly disgraceful, shameful, and afflicting." Such the state of things must indeed be if one-tenth of the charges which Mr. Plimsoll brings have any truth in them. He speaks of a ship of 872 tons register which was loaded at Newcastle with 1,591 tons of railway iron, and was despatched to the Baltic in mid-winter with *her main deck two feet ten inches below the level of the water*. She foundered 18 miles from the coast. Mr. Plimsoll speaks of a shipowner who, out of a fleet of 20 ships, has in seven years lost ten; of another he says, "I heard his name wherever I went as that of a shipowner notorious for the practice of overloading, and for a reckless disregard of human life," and this man has, Mr. Plimsoll tells us, lost 12 ships since 1867 and upwards of 105 lives, of which number of lives 89 were lost in two years. He gives cases of vessels insured for double and more than double their value, of others put together with "devils," or sham bolts, of which well-named substitutes for the proper copper fastening a Lloyd's Surveyor found 73 in one ship. He tells us more. He tells us of shipowners in Parliament adverse to inquiry, and belonging to the fraternity known in the north as "the greatest sinners in the trade." The whole matter is one of such gravity, and has now come to such a pass, that we think it our duty to make the following quotation:—

"In the year 1870, when my bill was before the House the first time, the evening appointed for the second reading arrived. I was standing in the lobby when a member accosted me thus:—'Do you expect your bill will come on to-night?' 'Yes, I hope so,' I said. He said, 'I am sorry for that, as I have a dinner engagement, and should not like to be absent.' 'I think you should not be absent,' was my reply. 'Why?' said he, sharply. 'Because,' I said, 'I may have to tell the House of a man whose name you will hear in any coffee-room or Exchange in Yarmouth, Hull, Scarborough, Whitby, Pickering, Blythe, Shields, Newcastle, Sunderland, or any port on the north-east coast, as one notorious for excessive and habitual overloading, and a reckless disregard of human life, who has lost seven ocean-going steamers and drowned more than a hundred men' (no enquiry, of course, was held in any one of these cases) 'in less than two years, and whose name I have myself seen as one of those whose ships insurance brokers at Lloyd's at length warrant the under-writers they will not ship goods in before the underwriters will take a lien upon them, and I may have to tell the House that that man is the member for ——.' I thought the man would have fainted. He answered never a word. Now he had put on the paper a notice to move an amendment to the second reading of my bill—viz, that it be read a second time that day six months. Every member knows that if such a purpose is abandoned, it is only necessary for the member who has given notice of the amendment to absent himself, or to sit still when his turn comes to speak—that is all. Some twenty minutes after this interview I was in my place in a state of strong excitement, because I had just made two powerful enemies. I felt utterly alone in my work, and so sick with excitement and fear that I was compelling myself to think of the poor widows I had seen to keep up my courage, when a hand was put upon my shoulder. Much startled, I looked round, and there stood this man, with a face like that of a dead man, and this is what he said:—'Mr. Plimsoll, I have been to Mr. Palgrave, and taken my notice off the paper.' Why did he go to Mr. Palgrave? Why did he trouble to tell me he had done so?"

We do not attach weight to any accusation until that accusation is proved, but we cannot pass over charges such as are brought forward by Mr. Plimsoll in this "Appeal." He makes them against only a "small knot of bad men;" he pays the highest and warmest tribute to the honesty of the general body of British shipowners, but until these charges are brought home or disproved altogether, they must altogether stain the honour of an honourable class. They are made with every formality of circumstance and detail by a member of Parliament who declares that he has upright and honourable witnesses ready to prove every one of his words, if only a Royal Commission will bid them speak. A Royal Commission is not the panacea for all ills, but in this case it is a proper and necessary preliminary to legislation. Whatever may be the exaggeration of Mr. Plimsoll's charges, he has now preferred them so circumstantially, so earnestly, and with such a marshalled array of statement, and with such publicity, that the case must be fairly and openly heard. The public can only be satisfied by a thorough and immediate inquiry, the Government cannot refuse it, and the great body of shipowners will surely demand it.

The prevention of merchant vessels leaving port in an unseaworthy state has never yet been recognized by our Government as one of its duties. Yet we hold it to be beyond all doubt perfectly clear that this should be one of its duties, and when we review the whole case we confess that we cannot think why it has not been undertaken long ago. Over the seaworthiness of vessels carrying passengers, or even Government stores, a most careful supervision is exercised, but over that of private merchantmen none at all. Government recognize no responsibility whatever in the matter, and a trader may leave port in midwinter with her main deck sunk below the water with railway iron, with her plates rusted through, her timbers rotten or parting, or her machinery out of order, without violating one jot or tittle of the law. Such an anomaly is wicked and ridiculous, and must not be allowed to exist any longer. The Board of Trade Act, to which we have referred, does, it is true, empower a seaman to demand a survey of his ship before sailing, on the peril of having to pay the costs if she be found seaworthy. Such an Act is worthless. The initiative in such a matter should not be left with fore-mast men. It would be a law not one whit more iniquitous if the Acts regulating the working of mines provided that Government inspection of a coal-pit should only be made upon the requisition of a miner. The point is so obvious that it is not worth arguing, and we cannot suppose that any one will maintain that interference in this matter is beyond the province of a Government which interferes with passenger traffic by sea and by land and with the working of mines and factories, which insists upon the security of walls and platforms, and which actively protects the life of the subject in a thousand other ways. Neither is it that here legislation is surrounded by more than the ordinary difficulties, for to frame a law which shall prevent ships putting to sea in an unseaworthy state can scarcely be harder than the framing of a law to regulate Irish education. In ascertaining whether a ship be tight and strong and well-fitted there can be no difficulty whatever, and the only difficulty in the whole matter is in connexion with overloading. Any enactment touching the question of a load-line would require to be carefully considered, but so do most things which have to be done and are worth doing. From what we know of the feeling of the different Chambers of Commerce, we have not the slightest doubt that with just a little thought some measures could be framed which would be cordially adopted by every respectable shipowner.

Our readers are probably willing to grant all this, and to pass on to the all-important question, "Are merchant vessels ever sent to sea unseaworthy?" On this point the most succinct and precise and authoritative evidence is to be found in the Board of Trade Report for the year 1868. During that year 2,000 vessels belonging to the regular carrying trade suffered wreck or casualty; and, to use the words of the Report, "about half of this number is represented by the unseaworthy, overladen, or ill found vessels of the collier class chiefly employed in the coasting trade." That it is not colliers only which are sent to sea in an unfit state may be proved by abundance of evidence. Vessels bound out of certain ports across the Atlantic are habitually laden with pig iron to the extent of one-third more than their registered tonnage, and have foundered in a gale of wind from that reason. In a Board of Trade Blue-book for 1869, we find an account of the inquiry into the loss of the Elizabeth, a collier of 115 tons, and 43 years old. It came out in evidence that the Elizabeth was so weak and leaky that it was necessary to pump her every hour even when she floated empty in harbour, that she had not been taken into dock or received any material repairs after striking on some stones at the entrance to Dundee harbour, but had been sent to sea with 180 tons of coal, and five hands, of whom three were lost when she foundered in a gale. The verdict of the Court of Inquiry was as follows:—

"That the loss of the Elizabeth might be attributed to her great age, apparently inefficient repairs, and to stress of weather when deeply coal laden. While deprecating the custom of employing old vessels of this description in the coasting trade to the manifest danger of life, the Court pointed out that the crews of ships are free agents, and that, in the absence of any statutory enactments to the contrary, the Court could do no more than call attention to the practice."

This points to a lamentable and iniquitous state of things, and still more scandalous is the case of the Nelly, in the same Blue-book. The Nelly was a century old! and sailed between Belfast and Ayr with coal. She foundered when the force of the wind was at 7, or a moderate gale, in which, to use the words of the Board of Trade Report, "a ship, if properly found, manned, and navigated, can keep the sea with safety." Two of the crew and her four passengers lost their lives, and no inquiry whatever was held. Such a state of things is simply licensed murder. Though the great body of English shipowners have an honest sense of responsibility for the lives of those who serve them, and look well to their vessels, facts make it clear that some have not this honest sense of responsibility, and do allow their ships to go to sea in a scandalously unseaworthy state. There are certain owners whose names are declared to be in such ill-repute that shipbrokers effecting an insurance on goods not yet shipped are obliged by the underwriters to endorse the policy with the words, "Warranted not to be shipped in any vessels belonging to ——." Mr. James Hall, an eminent shipowner of Newcastle, made a speech at the meeting of the Associated Chambers of Commerce three years ago, which revealed a state of things that we can only characterize as most terrible and disgraceful. Premising that the fact of unseaworthy ships being allowed to sail was best known to those who were engaged in the maritime commerce of the country, he asserted that in the coasting, and to some extent in the over-sea, trade, ships were engaged which were not insured, and which no respectable company would insure except at prohibitory premiums; that, to his own knowledge, many coasting vessels had to pump while in harbour, pump while at sea, and, when overtaken by a heavy gale, too frequently perished with all on board; that hundreds of valuable lives were annually sacrificed to the growing and increasing evil of sending large and valuable steamers to sea overloaded, and consequently unseaworthy. To these grave assertions we add the following quotation from Mr. Plimsoll's book:—

"A high authority I have seen in Sunderland, says:—'It is well known to myself and colleagues that there are some hundreds of ships sailing from the north-east ports which are utterly unfit to be trusted with human life. There has been no instance within my knowledge of a ship being broken up anywhere for many years. They insure them as long as they can, and when re-christening and all other dodges fail even with underwriters, then they form mutual insurance clubs, and go on until the ships fill and go down in some breeze, or strike and go to pieces."

These are serious statements, and they demand investigation. Our only consolation is to remember that they refer to no more than a small section of shipowners, and that, as a general rule, vessels are kept in good repair and are not overloaded. The bad exceptions are owing to the state of the law, which gives the dishonest owner every facility for the practice of homicidal economy and money-getting.

It is not enough that legislation on this most pressing and important matter should provide for the institution of inquiry and the infliction of penalties after a vessel has been wrecked. What inquiry is possible in the case of the loss of a ship at sea with all hands? As a matter of fact, inquiries are scarcely ever held which at all touch the questions of overloading and unseaworthiness. When a railway train has been broken to pieces it is possible that a very useful inquest may be held upon the atoms, but what inquest can be held upon a wreck, when captain and crew and vessel are at the bottom of the sea? Clearly in this matter legislation must be preventive, and ships must not be allowed to make voyages till they founder, any more than a house is allowed to stand till it falls. In the latter case it might be possible to hold the owner responsible, in the former it is impossible; but it is morally even more than practical reasons which make it the bounden duty of Government to prevent ships from putting to sea in an unfit state. There should be a Government survey of at least all unclassed ships, and in order to prevent overloading there should be a Government inspection before sailing. Mr. Plimsoll's proposal that in the matter of a load-line the shipowner should be allowed his choice of any one of the several existing and perfectly well recognized scales of flotation seems fair and reasonable. The expense of enforcing an Act which would provide thus much would not be very great. A few additional surveyors would be needed; Mr. Plimsoll computes the number at 17, but if it were 700 we hold that neither the Government nor the country has any right to shirk a duty so paramount as that of taking care that our sailors shall only go to sea in ships which are fit to be trusted with their lives.

It has been said that all this ought to be left to the underwriters, but, setting aside the fact that many rotten and unclassed ships are not insured, there are very good reasons why the insurers of ships cannot be expected to relieve Government of its responsibilities. A ship is insured by a number of persons writing under the policy the amounts they are willing to guarantee. Thus, an insurance of 5,000*l.* may be guaranteed by 50 persons, who in case of loss make themselves liable to the extent of 100*l.* a-piece—an amount too small to make it worth the time, trouble, and sacrifice of business involved in contesting the case. Insurers take care of themselves as best they can; they have the list of Lloyd's Register Committee and of the Committee of Liverpool; in the course of their transactions they gather knowledge of shipowners and their shipping; but it is idle to suppose that such business vigilance can do the work of preventive legislation. It suits the underwriter better to settle losses without question than to contest them, and be often pays claims of the justice of which he has shrewd suspicions. Mr. Plimsoll maintains that over-insurance is at the root of much of the evil he denounces; he urges that ships should not be permitted insurance beyond two-thirds of their value, and he is in favour of introducing a clause of this nature into any bill which should deal with the subject. Here, however, we would draw a line, for in our opinion over-insurance is an evil which the underwriters are quite competent to guard against, and against which it is plainly worth their while to take every precaution. Government valuation would be a serious addition to Government survey and inspection, and is a very different matter. The clear duty of Government is to take care that the ships are seaworthy; the clear duty of the underwriter is to take care that they are not insured above their value. If the ships are sent to sea in a fit and proper condition, over-insurance does not endanger the lives of the men, for though there may be rare cases when a sound vessel is cast away by connivance of the captain and owner, the wrecks which Mr. Plimsoll would prevent are those of unseaworthy craft. We may also be pretty certain that the over-insurance evil would die a natural death, since so far as it is practised at all it is practised upon the dangerous and worthless ships which would no longer be allowed to put to sea.

Mr. Plimsoll expressly tells us several times that the malpractices he would remedy occur only among a small knot of shipowners. At other times his earnestness carries him away, and the terms in which he speaks would almost lead one to imagine that nine merchantmen out of ten left port with their pumps going, with their main deck sunk under water, and with their rotten hulls insured for twice their value. Things are by no means so bad as this, and the anxious and liberal care of the great body of British shipowners for the lives of their men is worthy of all praise. But it is beyond question that to a very large extent in the coasting trade, and to some small extent in the ocean trade also, ships are sent to sea by thoughtless and unscrupulous men in a condition which makes them no better than floating coffins. There are facts enough to prove that British seamen are drowned by the score just for the want of proper legislative supervision. Mr. Plimsoll has every right to ask for a Royal Commission, and the country has every right to require that the interests of sailors shall be as well cared for as those of miners or factory hands. It is a foolish and wicked distinction which has been drawn between passenger and trading vessels; it is a law not worthy to be called law at all which minutely inspects an emigrant or a store ship, but lets a mere merchantman go to sea and founder at the sweet will of the weather and its owners. We have called attention to a great scandal. We trust that this Session will see it removed, and that whether the unwieldy Government Merchant Shipping Bill be carried or not, some speedy and wholesome enactment will make it impossible for a ship which has been refused a class by Lloyd's Committee, and has been declared utterly unfit to go to sea by Lloyd's Surveyor, to be despatched across the Atlantic, or rather to the bottom of the Atlantic, there to lie with one crew while another is safe in an English prison for refusing to proceed in her. Such are the facts of "a very bad case" cited by Mr. Plimsoll,—facts which empowering a sailor to demand a survey will not prevent from occurring again. Such a plaster may cover, but it cannot even pretend to heal such a sore.

* *Our Seamen; An Appeal.* By Samuel Plimsoll, M.P. Virtue and Co., London. 1873.

PICKINGS FROM THE INDIAN CHARIVARI—March 7th.

A Good Place for a Training College—Hooshiarpoor.

LINES BY A MO(LT)KE.

Moses, or Mo's, a name we see
'Mong Hebrews, as you doubtless know,
Therefore is not a *jew d'esprit*,
Appropriately called a *mot?*

ON VIEWING THE HIGH COURT.
BY A LAWYER.

O thou majestic pile that seem's to me
The fit-est emb l m of mortality;
Thou callest to my mind the grave is nigh,
For soon within thy walls we all shall *lie*.

MODERN ORTHOGRAPHY.

If our contemporaries are content to sacrifice public decency to the new system of orthography, we take this early opportunity of saying that we are not. Whenever we may have occasion to refer to a certain suburb of Calcutta, we will write "D—D—."

GEOGRAPHICO-VETERINARY QUESTIONS
BY AN OLD WALER.

Explain the difference between a Gulf Arab and a Bay Horse. From what parts of the Horse Latitudes do they respectively come? And what is the proper "bait" to catch them with?

Papa (surprised at his darling's occupation)—Hullo young woman, what are you about?

Little Darling—I'm cleaning Mopsey's teeth, Papa. He likes to have his teeth cleaned, same as you do, every morning, and I always use your tooth brush.

Pleasant for Papa, who finds this has been going on about a month.

SCHOOL TREATS.

A Mussooree schoolmaster advertising his establishment, makes use of these words:—"All cramming avoided." Master Tommy Tucker does not entirely approve of that part of the "Reverend Principal's" prospectus, and is inclined to think that the rule ought to admit of some relaxation at pudding time.

BROWN AND JONES ARE TALKING OVER THEIR LAST NIGHT'S POOL AT ANDREWS'S.

Brown—"Robinson was dead soon, was he?"
Jones—"Yes; I killed him, and got all the money."
Brown—"Did you, though! How *did* you do it?"
Jones—Why, I waited patiently under the cushion, and being on him took his life with a tremendous fluke."

Old Lady is rapidly going into hysterics, and wonders whether either of the murderers has a "fluke" concealed about him!

A VALENTINE.
February 14th, 1873.

'Tis the day of folly and fooling,
Of "love" and "dove" and "dote" and "darts,"
With a dash of "youthful" and "truthful,"
A *soupçon* of "heats" and "smarts."

And so, on this day of folly,
I send these lines to you,
The woman who won, and left me
And lied, when she swore she was true.

Is it all a dream—a fancy?
That song that I heard you sing?
Must the seed that was sown in autumn,
Not bud with *some* promise in spring?

Are soft little looks and whispers
And kisses instead of "Goodnight,"
To be christened "the way of the country?"
If so—why—perhaps you are right.

Right—yes; right a thousand times over;
Next autumn some other will woo,
And *his* kisses will taste all the sweeter,
Since Change is an idol for you.

As for me, may you quickly forget me,
'Tis the very best thing you can do:
Forget me as wholly entirely,
As I shall, assuredly, you.

NOTICES.

LAMPLOUGH'S
EFFERVESCING PYRETIC SALINE.

IMPORTANT to all, more especially those who have the charge of others, to Travellers, English Ministers, British Consuls, and Europeans seeking to reside in safety in Tropical and Foreign Climates. During hot weather, summer and autumnal months, it is invaluable, for it invigorates the body, vitalises the blood, and thereby prevents and cures fever, &c.

Her Majesty's representative, the Governor of Sierra Leone, in a letter of request for an additional supply of the Pyretic Saline, states:—"It is of great value, and I shall rej ice to hear it is in the hands of all Europeans visiting the tropics."

SICKNESS, HEADACHE, & NAUSEA are in most cases immediately relieved by taking a teaspoonful in a tumbler of cold water. This can be repeated once or twice in two hours if needful.

SEA VOYAGES.—It is a very valuable accompaniment, and should on no account be omitted. It instantly allays the sickness.

FOR BILIOUS CONSTITUTIONS, giving rise to vitiated secretions, indigestion, and eruptions on the skin, a tea-spoonful should be taken daily with the dinner in a tumbler of water, and the same quantity on going to bed.

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THE FOLLOWING
IS AN
EXTRACT FROM A LETTER

dated 15th May, 1872, from an old inhabitant of Horningsham, near Warminster, Wilts:—

"I must also beg to say that your Pills are an excellent Medicine for me, and I certainly do enjoy good health, sound sleep, and a good appetite; this is owing to taking your Pills. I am 78 years old.

Remaining, Gentlemen, yours very respectfully,
To the Proprietors of L.S.
NORTON'S CAMOMILE PILLS, London."

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FOR EACH RUPEES 1,000 ASSURED,
WITH PARTICIPATION IN PROFITS.

Age next Birthday.	5 PREMIUMS. Amount of Positive Note for each Premium paid, being One-fifth part of each Rs. 1,000 Assured. Rs. 200.			10 PREMIUMS. Amount of Positive Note for each Premium paid, being One-tenth part of each Rs. 1,000 Assured. Rs. 100.			15 PREMIUMS. Amount of Positive Note for each Premium paid, being One-fifteenth part of each Rs. 1,000 Assured. Rs. 66-10-8.		
	Rs.	as.	p.	Rs.	as.	p.	Rs.	as.	p.
20	91	1	4	49	14	8	34	6	0
25	98	8	0	54	0	8	39	8	0
30	106	12	8	58	12	0	43	1	4
35	116	2	8	64	2	0	47	2	8
40	126	10	0	70	4	0	51	15	4
45	138	5	4	77	4	0	57	9	4
50	151	6	8	85	5	4	61	7	4
55	166	4	8	93	7	4	73	11	4
60	184	6	8	108	15	4	86	10	8

Age next Birthday.	20 PREMIUMS. Amount of Positive Note for each Premium paid, being One-twentieth part of each Rs. 1,000 Assured. Rs. 50.			25 PREMIUMS. Amount of Positive Note for each Premium paid, being One-twenty-fifth part of each Rs. 1,000 Assured. Rs. 40.			30 PREMIUMS. Amount of Positive Note for each Premium paid, being One-thirtieth part of each Rs. 1,000 Assured. Rs. 33-5-4.		
	Rs.	as.	p.	Rs.	as.	p.	Rs.	as.	p.
20	29	12	8	23	15	4	23	8	8
25	32	6	8	25	5	4	25	12	0
30	35	7	4	31	2	0	28	6	8
35	39	0	8	34	6	8	31	10	0
40	43	4	0	38	8	0	35	11	4
45	48	6	8	43	10	0	41	0	8
50	55	2	0	50	8	0	48	5	4
55	64	8	0	60	6	8	58	12	8
60	78	0	8	74	12	8	73	13	4

THE POSITIVE SYSTEM IS UNLIKE ANY OTHER PLAN ADOPTED, AND PROVIDES—

1st.—Government Securities for assurances by the creation of a Fund, in the name of the Official Trustee of Bombay, of 80 per cent. of all premiums received, for the purpose of meeting claims under policies, which Fund can be used for no other purpose.

2nd.—A further security, by the investment in Consols in England of 20 per cent. of the paid-up Capital of the company as a separate Trust to be made liable only for Assurance engagements should the Premium Fund fail.

3rd.—Indisputability of all Policies, and no restriction on foreign residence or travel, one uniform rate of premium being charged for the whole world.

4th.—Payment of premiums for a limited term only, instead of continuing a burthen throughout life.

5th.—Non-forfeiture of Policies should payment of premiums not be continued, a paid-up Policy in the form of a negotiable Positive payable to bearer, being given for every premium paid, which Positive Notes cannot lapse, but remain in force, and are payable on death of the assured, or may be converted into cash during his life-time to the extent of 40 per cent. of the premiums paid without forfeiting the balance of the sum assured.

6th.—Participation in the Company's Profits to all assurers alike, there being but one scale of premiums, and therefore no advantage secured to one class of assurants at the expense of another.

PRACTICAL ILLUSTRATION OF THE POSITIVE SYSTEM.

A married professional man, aged 30, enjoying an income of Rs. 15,000 per annum, derivable f. om his personal exertions, being desirous of making pecuniary provision for his family at his death might effect a Positive assurance for Rs. 20,000, to be paid for by ten half-yearly premiums of Rs. 56 per Rs. 1,000.

On payment of the first premium, the assured would become entitled to a Positive Promissory Note for Rs. 2,000, being one-tenth part of the sum assured, and also to a Positive Policy for Rs. 18,000, the two sums making up the Rs. 20,000 assured. The Policy for Rs. 18,000 would remain in force until the due date of next premium, on payment of which it would be reduced by Rs. 2,000, while the Positive Notes would be increased by a like amount. The life of the assured, in the event of his death occurring before all the ten payments were made, would be covered for the full amount of the sum assured, and if he lived to pay all the premiums, his income would then be released from further charge on account of the Assurance, which would constitute a great advantage to himself and family. At his death, the ten Positive Notes, each for Rs. 2,000, or Rs. 20,000 in all, upon being presented at the Office for payment, being payable to bearer, would be paid, free from any deductions, and without anything being required beyond the usual proofs of death and burial of the assured.

All the expense of a Will, Probate or Letters of Administration, Probate and Legacy Duty being avoided from the form the transaction had been made to assume.

Full particulars, together with Proposal Forms, Prospectuses, &c., will be forwarded on application being made to the undersigned, who are authorised to commence the business of the Company from this date.

GADDUM & Co.,
Agents, Bombay.
Treacher's Building, Bombay, 25th February 1873.

INSURANCES.

LANCASHIRE INSURANCE COMPANY.

CAPITAL—£2,000,000.
INVESTED FUNDS—£400,000.

Head Office—EXCHANGE STREET, MANCHESTER.

THE Undersigned are prepared to ACCEPT RISKS, both in Bombay and the Mofussil, on behalf of the above Company, on approved Godowns with their Contents, and Dwelling-houses or other Buildings in the Native, as well as the European, part of the Town.

The Rates of Premium have recently been revised, and will be found quite as favourable as those offered by other first-class Offices.

For further particulars apply to

LYON & Co.,
Bombay, 10th April 1872. Agents in Bombay.

CHURCH OF ENGLAND ASSURANCE
INSTITUTION.

CAPITAL—ONE MILLION STERLING.

A List of Proprietors periodically enrolled in the High Court of Chancery.

Trustees,
THE VERY REV. THE DEAN OF ARMAGH.
JONATHAN HOPKINSON, Esq.
WILLIAM GORDON THOMSON, Esq.
THE REV. RICHARD WOOD, B.D.
Directors.
Chairman.—THE VERY REV. THE DEAN OF ARMAGH.
The Rev. Edward Carr, LL.D. — William Forbes Skeae, Esq.
William Emmens, Esq. — W.S., LL.D.
Charles Harrison, Esq. — Herbert Taylor, Esq.
Jonathan Hopkinson, Esq. — William Gordon Thomson, Esq.
William Lethbridge, Esq. — The Rev. Richard Wood, B.D.,
Richard Nugent, Esq.

Secretary.
STEPHEN HENRY EMMENS, Esq.

The Security of Policyholders is made complete by the large subscribed Capital of the Company, guaranteed by a numerous and influential body of Proprietors, a list of whom is periodically registered in the Court of Chancery, pursuant to the provisions of the Special Act of Parliament (4 and 5 Vict., Cap. XCII.) empowering this Institution.

The highest attainable economy has been afforded to Policyholders by means of an entirely new set of Tables computed for the especial use of the Indian Branches of this Institution.

No labour or expense has been spared in the construction of these Tables: and the Directors have much gratification in directing attention to them, being confident that they will meet the views, and satisfy the expectations, of the Assuring Classes in India.

RETIRING PROVISIONS.

Policies are issued by which these may be secured, and at the same time a surviving family be protected in the event of premature death.

ASSURANCE BY TERMINATING RATES OF PREMIUM.

Under this system Assurances can be effected for the whole term of life, the annual premia for which cease after a given number of years.

FREE POLICIES.

Assurances by this system can never altogether be forfeited by non-payment of Premia.

No extra charge for sea passage.

Reduction to European rates without medical examination.

Premium may be paid annually, half yearly, quarterly or monthly as desired.

Parsees and Armenian lives insured.

For detailed Prospectus, &c., apply to

REMINGTON & Co., Agents.
Bombay.

HOTELS.

THE
ESPLANADE HOTEL
(WATSON'S)
BOMBAY.

PATRONISED BY
SIR PHILIP WODEHOUSE, K.C.B.,
AND
HIS EXCELLENCY
REAR-ADMIRAL CUMMING, C.B.,
COMMANDER-IN-CHIEF, EAST INDIA STATION.

THE ESPLANADE is the only First-class HOTEL in BOMBAY, and it is situated in the coolest and most healthy part of the Island. It is open to the Sea breeze on every side, is within five minutes' walk of all the Government and Public Offices, the Wellington Pier, where the Mails are shipped and Passengers embark for Europe, and either Railway Terminus.

Passengers travelling by the G. I. P. Railway should book to BOREE BUNDER, and by the B. B. & C. I. to CHURCH GATE STREET STATION.

BOARD AND LODGING PER DAY, Rs. 8-12.
NO EXTRAS.

The Hotel Servants and Conveyances wait the arrival of each Train.

W. MAULE, Manager.

ALEXANDRA HOTEL, MATHERAN.—Mr. J. C. PINTO, the Proprietor, begs to inform the Public that the above Hotel, so well known for its excellent accommodation, is now OPEN for VISITORS. There are three separate Bungalows attached to the Hotel, well adapted for Families. Superior articles are supplied at